

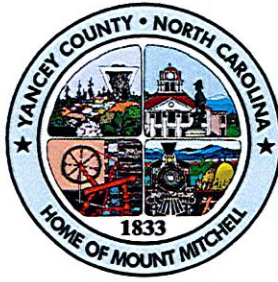


**AGENDA PACKET**

**FOR**

**MARCH 8, 2021**

**REGULAR MEETING**  
**OF THE**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**



**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**MARCH 8, 2021**  
**6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
  - a. Approval of February 4, 2021 Special Meeting Minutes**
  - b. Approval of February 8, 2021 Regular Meeting Minutes**
  - c. Approval of February 8, 2021 Closed Session Minutes**
  - d. Approval of Yancey County Detention Center’s Medical Services Plan**
  - e. Approval of Road Naming Request**
  - f. Approval of PROCLAMATION Declaring March 2021 American Red Cross Month**
  - g. Approval of Board of Equalization & Review (BOER) 2021**
  - h. February 2021 Tax Collection Reports – Informational**
  - i. Civil Design Concepts Consulting Services Agreement for Micaville Site – Informational**
- V. WAMY CARES Act – Starli McDowell & April Beck**
- VI. Toe River Regional Hazard Mitigation Plan – Jeff Howell & Nathan Slaughter**
  - a. RESOLUTION**
- VII. County Manager’s Report – Lynn Austin**
  - a. Memorandum of Agreement for Cooperative Extension Employee**
  - b. Economic Development Incentive Agreement – Little Leaf NC, LLC**
  - c. Projects Updates**
- VIII. County Commissioners’ Report**
- IX. County Attorney’s Report – Donny Laws**
- X. Public Comments**
- XI. Adjourn**



## CONSENT AGENDA ITEMS

### Description

The consent agenda presented for the March 2021 Regular Meeting includes the following for review and approval:

- a. Approval of February 4, 2021 Special Meeting Minutes
- b. Approval of February 8, 2021 Regular Meeting Minutes
- c. Approval of February 8, 2021 Closed Session Minutes
- d. Approval of Yancey County Detention Center's Medical Services Plan
- e. Approval of Road Naming Request
- f. Approval of PROCLAMATION Declaring March 2021 American Red Cross Month
- g. Approval of Board of Equalization & Review (BOER) 2021
- h. February 2021 Tax Collection Reports – Informational
- i. Civil Design Concepts Consulting Services Agreement for Micaville Site – Informational

### Item Presenter

### Board Action Requested

Approve the Consent Agenda Items

**Minutes of the February 4, 2021  
Special Meeting of the Yancey County Board of Commissioners  
Held at 6:00 pm at East Yancey Middle School of  
Yancey County Schools, Burnsville, North Carolina**

Present at the meeting held February 4, 2021 were Chairman Jeff Whitson, Commissioner David Grindstaff, Commissioner Jill Austin, and Commissioner Mark Ledford. County Manager Lynn Austin, Finance Officer Brandi Burleson, and Clerk to the Board Sonya Morgan. Commissioner Johnny Riddle was absent from the meeting.

Present and representing Yancey County Schools (YCS) were School Board Chairman Edwin Fortner, School Board Vice Chairman Wade Dahlberg, School Board Member Will Hensley, School Board Member Cody Whitson, Superintendent Kathy Amos, Finance Officer Robbie Renfro, Assistant Superintendent of Middle/High School Curriculum Heather Cox, Technology Director Karen Banks, and Board Clerk Xan Robinson.

**Call to Order**

Chairman Whitson called the meeting to order, welcomed those in attendance, and extended his appreciation to the Yancey County Board of Education for hosting the joint meeting between the Yancey County Board of Commissioners and the Yancey County Schools Board of Education.

**Approval of the Agenda**

Chairman Whitson asked for a motion to approve the agenda. Commissioner Austin made a motion to approve the agenda, which was seconded by Commissioner Ledford. By unanimous vote, the motion was carried. (Attachment A)

**Joint Meeting**

School Board Chairman Edwin Fortner welcomed those in attendance and turned the meeting over to Kathy Amos, Superintendent of Yancey County Schools (YCS). Ms. Amos began by discussing the schools system's response to the pandemic and the use of CARES Act funding to keeping the system going. Ms. Amos presented the **2021-2022 Local Budget Planning Meeting** and indicated budget planning for the upcoming year would include a focus on facilities options for elementary grades, with the principle concerns of providing clean, safe learning environments. (Attachment B) She also reported that YCS was not requesting additional funding for the upcoming 2021-22 fiscal year and hoped to complete the elementary facilities projects without the use of taxpayer dollars. A discussion also ensued regarding the need for Pre-K classrooms, as there was a waiting list prior to the pandemic. Ms. Amos said it is possible that YCS may be able to secure funding from the state capital needs fund, with \$8 million dedicated for South Toe Elementary and \$8 million for Micaville Elementary. Robbie Renfro, YCS Finance Officer, reported that the funds do have to go towards new construction or renovations. Ms. Amos discussed the timelines for the upcoming year including conducting a facilities study, plans to secure state bond or state funds, selling current surplus properties, deciding on school plan options, and presenting the data to the Board of Commissioners next year at this time for the 2022-2023 budget planning cycle. Heather Cox discussed the constraints placed on the county due to mandates limiting class sizes and the impact it has on where teachers are placed. Ms. Amos discussed possible facilities options for elementary including building a new school in the eastern end of the county, building a new school in the central part of the county, or making additions at Burnsville Elementary and Blue Ridge Elementary. Ms. Amos indicated whether the plans included new construction or additions to existing facilities, the school system would also need to consider redistricting. She summarized with a long-range facilities plan that included contracting for facilities study, contracting with a local realtor to seek out potential properties, researching infrastructure services and funding, and securing funding sources for construction.



Mr. Fortner reiterated it was the goal of YCS to build without using taxpayer dollars and that the school system was looking for support from the Board. Chairman Whitson assured the Board of Education and school staff that the Board of Commissioners would support their efforts. Chairman Whitson expressed his appreciation to the Board of Education for hosting the joint meeting.

**Adjournment**

Having no further business, Commissioner Grindstaff made a motion to adjourn, with Commissioner Austin seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the 8<sup>th</sup> day of March 2021.

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Jeff Whitson, Chairman

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David Grindstaff, Vice Chairman

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Jill Austin, Commissioner

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Sonya Morgan, Clerk to the Board

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Mark Ledford, Commissioner

(county seal)

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Johnny Riddle, Commissioner

**Minutes of the February 8, 2021  
Regular Meeting of the Yancey County Board Of Commissioners  
Held at 6:00 pm in the Yancey County Courtroom  
Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held February 8, 2021 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan. Members of the media and the general public attended the meeting.

**Call to Order**

Chairman Whitson called the meeting to order and welcomed those in attendance.

**Invocation and Pledge of Allegiance to the Flag**

Commissioner Ledford delivered the invocation. Chairman Whitson led the Pledge of Allegiance to the Flag.

**Approval of the Agenda**

Chairman Whitson asked for a motion to amend the agenda to include closed session to discuss a matter with the county attorney pursuant to NC Gen. Stat. §143-318.11(a)(3) and approve it. Commissioner Riddle made a motion to amend the agenda to include closed session and approve. Commissioner Grindstaff seconded the motion. By unanimous vote the amended agenda was approved. (Attachment A)

**Consent Agenda**

Chairman Whitson read through the items on the consent agenda as follows:

- a. Approval of January 11, 2021 Regular Meeting Minutes
- b. Approval of January 11, 2021 Closed Session Minutes
- c. Approval of Road Naming Request (Attachment B)
- d. Approval of Yancey County 2021-2022 Budget Calendar (Attachment C)
- e. Approval of 2020-2021 Report of Unpaid Taxes That Are Liens on Real Property (Attachment D)
- f. January 2021 Tax Collection Reports – Informational (Attachment E)
- g. 2020 Economic Development Report for Yancey County – Informational (Attachment F)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Austin made a motion to approve the consent agenda, which was seconded by Commissioner Grindstaff. By unanimous vote the consent agenda was approved.

**Yancey County Tax Office**

Lindsay Smith, Tax Administrator, addressed the Board and presented a refund request received by the Tax Office from Mr. James Clouse. Ms. Smith reported, upon investigating the matter, she determined that the tax was not imposed due to a clerical error. She said she had consulted with County Attorney Donny Laws regarding the matter. Commissioner Riddle made a motion to uphold the Tax Administrator's opinion and deny the refund request. Commissioner Ledford seconded the motion. By unanimous vote, the motion was approved. Ms. Smith indicated that she would notify Mr. Clouse of the Board's decision by letter, and suggest he consult with his legal counsel regarding his options to recoup the other property owners' portion of the back taxes he had paid. (Attachment G)

Ms. Smith then presented the current list of approved Board of Equalization and Review (BOER) members. (Attachment H) She reported we are currently in appeal period and getting ready to hold hearings. She reported she would like to add additional board members and begin the hearings in April. Ms. Smith discussed the difficulty, particularly during the pandemic, of

having individuals available to serve. A discussion ensued and Ms. Smith said she would recruit some additional members to serve on the BOER and present them to the Board during the March regular meeting for approval.

### **High Country Council of Governments Proposed Charter Amendments**

Chairman Whitson presented the request from the High Country Council of Governments regarding proposed Charter amendments. (Attachment I) Commissioner Riddle, who serves on the executive board of High Country COG, explained the executive board was having a hard time getting a quorum, as the existing charter required 60%. He said as the executive board began considering changing the bi-laws, it lead to a closer look at the charter. Commissioner Riddle reported that the proposed amendments were being made to update the language in the charter and that all seven member counties must approve the amendment for them to be adopted. Commissioner Riddle reported that the High Country COG executive board had approved the amendments. Commissioner Riddle made a motion approve the RESOLUTION adopting the amended Charter for the High Country Council of Governments, with Commissioner Grindstaff seconding the motion. (Attachment J) By unanimous vote, the motion was approved.

### **Proposal Affecting Official Name of a Waterfall**

Chairman Whitson opened the floor for discussion regarding the recent request for a recommendation about a proposal affecting the official name of a waterfall from the US Board on Geographic Names (BGN). The request was made as a result of confusion over the National Park Service's use of the name of Crabtree Falls since the 1930s for the 70-foot waterfall on Big Crabtree Creek near the Blue Ridge Parkway in southeastern Yancey County. The official recorded name of the falls on USGS maps is Upper Falls. The waterfall officially named Crabtree Falls is located on private property on East Fork Crabtree Creek in Mitchell County. The National Park Service has proposed changing the name of Upper Falls to Crabtree Falls. The landowner of the waterfall on private property inquired about changing the name but has not yet submitted a proposal for a name change. The US Board on Geographic Names presented the opportunity for the Board to support or reject the proposal for the name change from Upper Falls to Crabtree Falls. Commissioner Riddle made a motion to support the name change. Commissioner Grindstaff seconded the motion. By unanimous vote the motion was approved. (Attachment K)

### **County Manager's Report**

County Manager Austin reported to the Board the county had received \$579,000 in reimbursement from DOT after finishing the turn lane at Blue Ridge Elementary and indicated it was the final piece of the school construction project.

County Manager Austin then presented the agreement with High Country COG for administration of the \$450,000 CDBG-CV grant. The agreement provided for \$40,000 to be paid to High Country COG; \$3,500 for grant preparation and \$36,500 for administration of the project. She asked the Board to approve the agreement with correction of a typographical error (pg. 6, under Administrative Budget) for a fee of \$40,000 instead of \$28,833 as stated in the agreement. (Attachment L) Commissioner Ledford made a motion to approve the agreement with the correction of the typographical error. Commissioner Austin seconded the motion. By unanimous vote, the motion was approved.

County Manager Austin reported to the Board the county had received the bids for reconstruction of the park component for Cane River Park. She reported that the lowest bidder was K & T Construction in the amount of \$374,583, with the seconded lowest bid by Rock Creek in the amount of \$462,252. County Attorney Laws discussed FEMA guidelines for selecting the lowest responsive, responsible bidder in the formal bidding process. Commissioner Ledford recommended the contractor awarded the Cane River Park contract meet with the engineer to review the scope of work and develop a detailed progress schedule. Commissioner Riddle made a motion to award the contract to K & T Construction contingent upon meeting with the engineer to review the scope of work and developing a detailed progress schedule. Commissioner Grindstaff seconded the motion. (Attachment M) By unanimous vote, the motion was approved.

County Manager Austin asked Jeff Howell to provide an update on FEMA. Mr. Howell addressed the Board and reiterated the importance of the contractor's understanding of the scope of work to be done at Cane River Park. He said the FEMA requirement is to return the park to its pre-flood condition. Mr. Howell gave an update on COVID vaccines, stating the county would receive 200 vaccines during the current week and the next, and vaccine allotments should go up in subsequent weeks. He briefly discussed plans to hold future vaccination clinics and expressed appreciation for county employees who are currently working the call centers and scheduling appointments for vaccines.

County Manager Austin revisited the CDBG – CV grant and asked the Board to approve and adopt the grant in its entirety. Commissioner Ledford made a motion to approve and adopt the CDBG – CV grant in its entirety, including compliance with all Federal, State, and local mandates. (Attachment N) Commissioner Riddle seconded the motion. By unanimous vote, the motion was approved.

### **County Commissioners' Report**

Commissioner Riddle acknowledged Yancey County EMS, stating he understood they were doing a great job helping with vaccine clinics and expressed his appreciation for their help. He also acknowledged Planning and Economic Development Director Jamie McMahan and thanked him for his report and recent article.

### **County Attorney's Report**

County Attorney Donny Laws addressed the Board to discuss the purchase of a strip of land across from Hickory Springs. Mr. Laws stated the Board had previously authorized County Manager Austin to negotiate the purchase of the parcel of land at the November 9, 2020 meeting as part of an incentive agreement for economic development Project Mica, now known as The Quartz Corporation. Mr. Laws reported subsequent negotiations with the company did not require an incentive agreement. He also indicated the company has requested sewer service be provided. Mr. Laws indicated the approximate one-acre parcel is located across from the county convenience center and is owned by Glenna McIntosh. Mr. Laws said if the Board authorized the purchase, the county would own the property, could put the sewer line in, and could widen the turn-in. Commissioner Riddle made a motion to authorize the county to purchase the property. Commissioner Grindstaff seconded the motion. By unanimous vote, the motion was approved.

County Attorney Laws said that he would discuss the matter of Yancey County versus United Community Bank in closed session.

### **Public Comments**

Ed King spoke on a community announcement and stated his intent to run for sheriff in 2022 as non-partisan candidate.

Next, Commissioner Ledford made a motion to recess the February 2021 regular meeting of the Board for the purpose of holding the East Yancey Water and Sewer District meeting and to resume the regular meeting immediately thereafter. Commissioner Riddle seconded the motion. By unanimous vote the meeting was recessed. Commissioner Grindstaff made a motion to resume the February 2021 regular meeting of the Board, with Commissioner Riddle seconding the motion. By unanimous vote, the Board resumed the February 2021 regular meeting.

### **Closed Session**

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat. §143-318.11(a)(3) to consult with the county attorney on the lawsuit between Yancey County and United Community Bank. Commissioner Riddle made a motion to go into closed session, with Commissioner Grindstaff seconding the motion. The Board voted unanimously to enter closed session. Commissioner Austin made a motion to leave closed session and reenter open session. Commissioner Riddle seconded the motion. By unanimous vote the Board voted to reenter open session. The Board did not take any action during closed session.

**Adjournment**

Having no further business, Commissioner Grindstaff made a motion to adjourn with Commissioner Riddle seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the 8<sup>th</sup> day of March 2021.

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Jeff Whitson, Chairman

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David Grindstaff, Vice Chairman

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Jill Austin, Commissioner

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Sonya Morgan, Clerk to the Board

\_\_\_\_\_  
Mark Ledford, Commissioner

(county seal)

\_\_\_\_\_  
Johnny Riddle, Commissioner

**Review of The Yancey County Detention Center's Medical  
Services Plan for Approval and Adoption by The Governing  
Body**

Name	Title	Date
Jill Austin	Commissioner	July 8, 2019
Johnny Smith	Commissioner	July 8, 2019
David Brundage	Commissioner	July 8, 2019
Jill Austin	Commissioner	April 13, 2020
Johnny Smith	Commissioner	April 13, 2020
David Brundage	Commissioner	4/13/2020
David Brundage	Commissioner	4/13/2020
Jeff Whetson	Commissioner	4-13-2020

**GENERAL CONTRACT FOR SERVICES**

FY 2017

*Chapman*  
Yancey County  
Health Dept  
Nursing Supervisor

This Contract for Services is made effective as of July 01, 2017, by and between Yancey County Sheriff's Office ("Sheriff's Office") of P O Box 6, Burnsville, North Carolina 28714, and Mountain Medical Arts ("MMA") of 2 South Main Street, P O Box 1240, Burnsville, North Carolina 28714.

**1. DESCRIPTION OF SERVICES.** MMA will provide to Sheriff's Department the following services (collectively, the "Services"):

- Provide medical care within our scope of care for jail inmates at our office as needed by appointment only during regular business hours.
- Selective medical services within our scope of care as requested by the Sheriff for employees.
- Provide a nurse to visit the jail, in a secure room separate from inmates as needed for patient care. No new prescriptions will be written by a nurse.

**2. PAYMENT.** Payment shall be made to Mountain Medical Arts, P O Box 1240, Burnsville, North Carolina 28714. Sheriff's Office agrees to make payments for monthly services per term schedule.

If medical services rendered for inmates during any month exceeds the regular monthly charge, the overage will be invoiced by MMA. The cost for any lab services or supplies necessary may be billed separately.

Medical services requested by the Sheriff for employees will be billed commensurate with the service provided.

In addition to any other right or remedy provided by law, if Sheriff's Office fails to pay for the Services when due, MMA has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Agreement will be renewed automatically on July 01 of each subsequent year with an increase of 3% each month for that year to cover the rise in office costs. The Agreement will remain in effect until cancelled by either party.

**4. CONFIDENTIALITY.** MMA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MMA, or divulge, disclose, or communicate in any manner, any information that is proprietary to Sheriff's Office. MMA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may

terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default.

**7. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.



Service Recipient:  
Yancey County Sheriff's Office

By: \_\_\_\_\_

Gary Banks, Sheriff

Date: \_\_\_\_\_

1-31-17

Service Provider:  
Mountain Medical Arts

By: \_\_\_\_\_

Kelly Rothe, D.O. or Jeffrey Polgar, M.D., Owners

Date: \_\_\_\_\_

1/31/17

Allipm  
2-14-19

2-6-2020  
off

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Health Care Services	<b>Policy Number:</b> 11.01
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>  <i>Darryl Banks</i>	

**POLICY:**

Sheriff of Yancey County

Yancey County Jail provides medical on a reasonable and cost-effective basis, consistent with the facilities that are available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of Yancey County Jail to provide reasonable and necessary inmate medical health services while confined to this facility.

**PROCEDURE:**

Yancey County Jail reasonably provides medical, dental, and mental health services to inmates as circumstances dictate. In providing these medical services, the custody and control of inmates is not neglected.

Inmates have a right to refuse routine medical attention. Uncooperative or disruptive inmates may not be suitable candidates for routine medical attention. Such refusals or uncooperative actions are documented.

**Initial Intake Evaluation:**

1. Inmates brought into the facility are medically evaluated within a reasonable period of time.
2. Arriving detainees determined to be in need of critical or emergency medical, mental, or dental care, are not be accepted into the facility, and remain in the custody of the arresting or transporting officer.
3. Arriving detainees that indicate they are in need of prescription medication and who do not have the prescribed medication may not be accepted into the facility until the arresting or transporting officer has an opportunity to secure the medication or can show that the prescription is not valid or required.
4. During the initial contact, the jail officer asks the detainee, *are you ill; are you injured; are you under critical medical care?*

**RESTRICTED LAW ENFORCEMENT DATA**

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5. If he or she answers yes to any of these questions or there is good reason to suspect that critical care is indicated, the detainee is not accepted and remains in the custody of the arresting or transporting officer.
6. Facility staff may recommend that transporting or arresting officers transport their detainee to the appropriate medical, mental, or dental facility for treatment.
7. Detainees showing signs or known to be mentally incompetent are not accepted, if alternative mental health facilities are available.
8. Before the booking process is completed, personnel will complete a medical screening of the detainee and complete the medical portion of the intake form.
9. Detainees who claim to be infected with a communicable disease are isolated from the general population, pending further medical evaluation.
10. Reasonable efforts are made to acquire professional assistance in processing detainees with special disabilities. If qualified professionals are available, they should be summoned to assist, or contacted through a communications device.
11. Observation and evaluation of the physical and mental condition of detainees continues through each phase of intake, including searches, dressing out, and/or showers.
12. Any *medical alert tags* worn by the detainee are noted on the medical screening and book-in sheets. The inmate is allowed to wear the medical alert tag, as long as there is no reasonable concern for security or safety.

#### **Emergency Health Care and First Aid:**

The facility maintains at least one fully stocked first aid kit and patient evacuation equipment at the facility that is accessible to officers. Ideally, at least one officer per shift is trained in *emergency first aid* and is able to demonstrate proficiency in the rendering first aid to inmates and fellow officers in the event of a *medical emergency*. With the advent of a medical emergency, the responding officer that is first aid proficient will:

1. Assist the injured person(s), and instruct other officers to call for professional medical assistance, as needed;
2. Isolate or remove the injured party to a secure and safe area, if the injuries allow movement;
3. Provide basic first aid to the injured party such as stop the bleeding, protect the wound, and treat for shock;
4. Make the injured party as comfortable as possible until other medical help arrives;
5. Provide security for the injured party until help arrives; &
6. Refer to *Medical Emergency* policy.

#### **Medication:**

All medications are taken from the inmate during admission and kept in a secure location. Additionally:

1. Medications are to determine content, and verify validity and appropriateness of the prescription;

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2. Determine if alternative medications are indicated;
3. Prescription medications are issued only by a physician's instruction;
4. An established receipt system for issuance of medication to the inmate; &
5. A responsible officer distributes the medication to the inmates and documents the issuing of medications onto a MARS sheet, and ensures the inmate takes it, as directed.
6. Over the counter medications may be purchased by the inmate from canteen services. The amount of medication that can be purchased will be set by the Chief Jailer and medical provider.
7. Medication for male inmates is to be stored and locked in the medical cart. Medication for female inmates will be stored and locked in the medication cabinet located in the booking area.
8. All remaining medications ordered during an inmate's incarceration can be claimed once they are released.
9. If an inmate brings their own medication to the facility they can be claimed once released.
10. All unclaimed prescribed medications will be disposed of.

**RESTRICTED LAW ENFORCEMENT DATA**

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**Yancey County  
Jail and Detention  
Policies and Procedures**

*AlipmR  
2-14-19  
AP 26-2020*

<b>Subject:</b> Sick Call	<b>Policy Number:</b> 11.02
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	

*Dary Banks*  
Sheriff of Yancey County

**POLICY:**

Yancey County Jail provides each inmate with regular access to health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care problems.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this facility to provide reasonable and necessary medical care to inmates, through a series of medical services such as regularly scheduled sick calls.

**DEFINITION:**

- **Sick Call** - An organized method of treating inmate health problems through a regularly scheduled open house. Sick call provides inmates with the opportunity to report a medical illness or other health problem and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

**PROCEDURE:**

**Scheduling:**

Inmate medical complaints are solicited daily through a request slip or form system, acted on by staff personnel, and followed by appropriate triage, and treatment by qualified personnel.

Sick call is scheduled on a regular basis and the schedule may change from time to time to meet the penological interests of the facility. A physician, or other qualified medical professional is accessible to the general population inmates and conducts sick call on an established schedule. The person conducting sick call will, if reasonably possible:

1. Examine the inmate to the extent necessary to ascertain the nature of the problem;
2. Provide appropriate treatment;
3. Schedule the inmate for further examination or treatment;

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4. Refer the inmate for transfer to the facility clinic or appropriate hospital when necessary; &
5. Arrange for immediate transfer to appropriate facility, clinic, or hospital in medical emergencies.

**Process:**

A member of the facility staff may assist the sick call officer with inmate control and scheduling. The staff member conducting the sick call or the assisting officer maintains sick call records.

**Medical Co-Pay:**

1. Inmates will have a medical screening upon arrival.
2. Female inmates who are pregnant will have full access to medical care.
3. Emergency medical care is available and provided to inmates at any time. The inmate will be charged with a fee when they are provided with non-emergency care. Non-emergency care is defined as a symptom or injury that is not life threatening, and this determination will be made by the Chief Jailer.
4. Sick call will be conducted on a daily basis Monday-Friday. For an inmate to be seen at sick call the inmate must obtain a Medical Request Form from a Jailer on duty. Inmates will submit completed sick call forms to the Jailer on duty. The jailer will file the request for review and scheduling. If an inmate fails to complete the medical request form or misses an appointment for any reason, they must wait until the next scheduled sick call day. Inmate initiated contact during sick call, which results in any medical evaluation will be documented and considered a sick call.
5. Medical Fee Schedule:
  - a. Sick Call \$20.00
  - b. Medication co-payment for one medication \$10.00
  - c. Medication co-payment for two or more medications \$20.00
6. There will be no charges for the following services:
  - a. Initial screening during arrest processing.
  - b. Follow-up treatments/test ordered by medical professionals.
  - c. Medical emergencies as determined by the Chief Jailer.
  - d. Use of force, inmate confrontations and, and restraint checks.
7. All remaining medications ordered during an inmate's incarceration can be claimed once they are released.
8. If you bring your own medication to the facility they can be claimed once released.
9. All unclaimed prescribed medications will be disposed of.

**Review of Sick Call:**

A physician reviews sick call requests and records on a regular basis. Reviews may include:

1. An examination of records;
2. Referrals made by the sick call personnel;
3. Discussion with the staff member who conducted sick call; &

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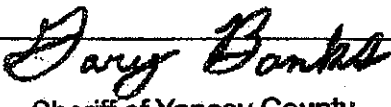
4. Actual examination of the inmate, if necessary.

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2-14-19  
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**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Suicide Prevention	<b>Policy Number:</b> 11.03
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>  	

**POLICY:**

Sheriff of Yancey County

It is the policy of the Yancey County Jail to be observant to the threat of suicide among inmates and to directly intervene in suicide attempts, whenever reasonably possible

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security, safety, and oversight of inmates that are perceived to be at serious risk of suicide or self inflicted injuries.

**DEFINITIONS:**

- **Mentally ill** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- **Mentally retarded** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- **Mentally impaired inmate** - An inmate who is mentally ill or mentally retarded.
- **Suicide** - the intentional and voluntary act of a person taking or attempting to take his or her own life.

**DISCUSSION:**

For most reasonably thinking individuals, being incarcerated in jail is a traumatic experience. As a consequence, many individuals taken into custody and confined in a jail exhibit some forms of abnormal behavior during in-processing and the early stages of confinement. This behavior is to be expected and is not necessarily indicative of, or a predictor of suicide. Changes in inmate behavior have many causes, many of which have nothing to do with jail life. An inmate may feel his family has abandoned him, loss of a job,

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perceived change in social status, or detoxification may alter behavior. However, this does not necessarily translate to a higher threat of suicide. Mood swings and behavioral changes make the job of the jail staff even more difficult when it comes to watching for or trying to prevent suicide by inmates.

Psychiatrists and psychologists do not agree on, nor have a demonstrated means of predicting or preventing suicide attempts by their patients, in or out of the jail setting. Your job in trying to predict and prevent suicide by inmates is not an easy task. Often our best tools in deterring suicide attempts is a caring, thoughtful word, positive reinforcement, listening to reports from fellow inmates or officers, and observed behavior.

Suicide attempts take many forms; however, the actor's goal is ending one's own life. The actual attempt may be long in planning or the result of an impulse that takes only a few seconds or minutes from decision through execution. The inmate may appear normal in one instance and carrying out his plan of self-destruction the next. Officers are cautioned to be watchful for three basic modes of suicide. This is often referred to as the *suicidal triad*. This triad consists of:

1. **Suicide** – Inmate wishing to take his own life performs the act.
2. **Homicide** – Act is performed by a fellow inmate for a variety of reasons, with the knowledge and assistance of the suicidal inmate.
3. **Suicide by COP** – Suicidal inmate may try to set up a scenario or scheme where officers will be forced to use deadly force, or kill the inmate because of some action he [the inmate] purposely instigates.

Jail staff may be alert to possible indicators of potentially suicidal inmates, by such things as:

1. Past history of suicide attempts;
2. Active discussion of suicide plans;
3. Sudden drastic change in eating, sleeping, or other personal habits;
4. Recent crisis in personal events, such as an extended or life sentencing; &
5. Loss of interest in activities or relationships the inmate had previously engaged in.

## PROCEDURE:

An important part of the suicide prevention program is integrated into the inmate admission and classification processes. Comments and suggestions by arresting officers, observed behavior, inmate responses to questions, and signs of self-inflicted wounds are all possible clues that may aid the intake officer in assessing the threat of imminent suicide.

When any officer perceives that an inmate is suicidal or homicidal the observing officer, will:

1. Place the inmate on a suicide watch;
2. Notify the floor staff of the watch condition;

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3. Start a watch log; &
4. Notify the Chief Jailer or supervisor of the watch condition.

The Shift Supervisor or Chief Jailer will consider the reasoning behind placing the inmate on a *suicide watch*, observed behavior, and other factors; and, will make a determination as to continuing, altering, or discontinuing the *watch*. The Chief Jailer will also:

1. While awaiting medical assistance, the inmate may be held in *medical locked or watch status* [if facilities are available] and will be more frequently observed by staff.
2. Once a medical or psychiatric evaluation is completed the Chief Jailer will be notified by the medical professional if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated. The Chief Jailer will communicate with the physician(s) regarding any major change in the inmate's behavior or status.
3. Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer or Shift Supervisor on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

If a perceived or actual crisis arises after regular operating hours or on weekends or holidays, and the inmate is likely to require commitment to a mental health treatment facility, the Chief Jailer or Shift Supervisor will be notified and will confer on the recommended transfer.

#### **The Watch:**

Inmates determined by competent medical authority to be a *suicide risk* will be placed in *watch status*, or placed in general population depending on the recommendations of the physician(s). If suicidal, the inmate will be under watch by at least one officer. This watch can be on a continuous basis or with frequent checks of at least every thirty [30] minutes. During these inspections, the officer will visually observe the inmate.

The inspection or watch can be performed with closed circuit television [CCTV], if the facility is so equipped. If CCTV is used, the officer must be able to see the inmate on the CCTV monitor and hear the sounds in the room through periodic checks.

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Regardless of the method of observation, officer(s) assigned these duties will record the inspections in a logbook. Any unusual activity or behavior should be recorded in the log, and periodically reported to senior or medical staff as deemed appropriate by the observing officer.

During the watch, potentially harmful items such as razor blades, belts, shoelaces, matches, pens, pencils, mirrors, glasses, and any sharp items should be removed from the inmate and the cell in which he or she is placed. Staff are reminded that removal of such items from the immediate area of an inmate does not provide guarantees that the inmate can not or will not attempt suicide by other means. For example, one of the most common means of suicide by inmates is strangulation or hanging by using bed clothing, or parts of clothing. Likewise, paper jumpsuits or gowns can also be used to commit suicide.

Yet, to place an inmate in a room void of blankets, bedding, clothing, or other basic amenities of life for an extended period of time is considered *cruel and unusual punishment*, and is therefore forbidden by the U.S. Constitution. Again, our best tools in deterring suicide attempts may be a caring thoughtful word, positive reinforcement, reports from fellow inmates or officers, observed behavior, and trying to get the inmate involved with facility activities, other inmates, or productive work.

Written reports of any suicide attempts or perceived threats of suicide will be forwarded to the Chief Jailer or Shift Supervisor as a priority.

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Yancey County  
Jail and Detention  
Policies and Procedures

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Subject: Mental Health Care	Policy Number: 11.04
Issue Date: 02/01/2018	Revision Date:
Approval Authority Title and Signature: <i>Darryl Bantle</i>	

POLICY:

Sheriff of Yancey County

Yancey County Jail provides treatment, services, and temporary housing for inmates who display or have been diagnosed as having mental health problems. In such cases, mental health care is provided at a reasonable and cost efficient basis, consistent with budgetary and facilities available.

PENOLOGICAL INTEREST:

It is in the penological interest of this detention facility to provide reasonable and necessary security and safety standards, control, supervision, and oversight of inmates while confined to this facility, including those inmates with mental health problems.

PROCEDURE:

Inmates committed to Yancey County Jail are normally screened to include questions and observations intended to identify mentally impaired inmates who may have problems adapting to the detention setting, or who may be imminently dangerous to themselves or others. Staff will observe inmates throughout their incarceration in an effort to identify possible mental health problems. In a situation in which the inmate may present an imminent danger to self or others, staff may take appropriate action to ensure the safety of inmates and staff [such as using restraints].

DEFINITIONS:

- **Mentally ill** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- **Mentally retarded** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- **Mentally impaired inmate** - An inmate who is mentally ill or mentally retarded.

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### **Mental Health Screening:**

On admission, the intake staff evaluates each inmate for obvious signs of mental illness or retardation. When a staff member suspects an inmate is mentally impaired, they notify the Chief Jailer or Shift Supervisor for instructions. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in administrative or medical segregated housing or transported elsewhere.

Officers should be alert to possible indicators of acute mental illness, including the following:

1. Systematized delusions of persecutions, with the rest of the personality remaining relatively intact;
2. Delusions of grandeur and/or persecution or a constant attitude of suspicions and hostility;
3. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
4. Inappropriate emotional responses, silliness, bizarre delusions, or unpredictable, hollow giggling;
5. Hallucinations such as hearing, seeing, tasting, or smelling something or some one that is not present at the moment;
6. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; &
7. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.

Inmates exhibiting psychotic or dangerous behavior that appear to originate from mental illness are referred for evaluation.

Following an additional evaluation from physician medical professional, the evaluation is entered in the inmate's medical file. This report may make recommendations on the monitoring, observation, and handling of the inmate. These care recommendations are not normally overridden. The exception may be for security considerations, and additional protection of the inmate or others. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security are resolved between the Chief Jailer, and the prescribing medical professional.

### **Reporting Mental Health Conditions to the Court:**

Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

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**Crisis Intervention:**

When an inmate exhibits behavior that is suicidal, homicidal, or otherwise extremely inappropriate, the staff should request medical assistance. As a result of this evaluation the inmate may be placed on a suicide watch. Under the condition of a suicide watch, inmates are placed on a program intended to reasonably protect the individual from self-destruction. This process is discussed in an associated policy and procedure.

If a potential mental health crisis arises after regular operating hours, on weekends, or holidays and is likely to require commitment to a regular mental health treatment facility, the Shift Supervisor or Chief Jailer. While awaiting medical assistance, the inmate may be held in medical locked unit status and/or closely observed by staff.

**Transfers for Mental Health Treatment:**

Prior to a non-emergency transfer of any inmate to a mental health facility, the consulting mental health specialist making the referral will prepare a written report to be transported with the inmate. The Shift Supervisor or Chief Jailer will ordinarily be consulted in advance of the transfer and provided the specific reasons for the transfer.

**Psychotropic Drugs:**

Administration of psychotropic drugs such as anti-psychotics, antidepressants, and/or drugs requiring special handling are administered under the direction of a physician or person specifically authorized by the physician and is given only in accordance with written instructions listed in the medical file. Officers assigned to distribute medication ensure that the intended inmate consumes the drugs. Any refusal to take prescribed medication is recorded and the medical staff advised before the next *sick call*, unless the inmate's behavior reasonably indicates immediate notification is appropriate.

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**Yancey County  
Jail and Detention  
Policies and Procedures**

*Alipm R*  
*2-14-19*

<b>Subject:</b> Dental Services	<b>Policy Number:</b> 11.05
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>  <i>Darryl Banks</i>	

**POLICY:**

Sheriff of Yancey County

Yancey County Jail facility encourages inmates to exercise good dental hygiene by providing toothbrushes and tooth paste, as well as access to emergency and essential dental services while they are incarcerated.

**PENOLOGICAL INTEREST:**

Yancey County Jail has a penological interest in maintaining health and encouraging improved hygiene among inmates. This includes reasonable and necessary emergency dental services.

**PROCEDURE:**

**Daily Maintenance of Teeth & Gums:**

Inmates are encouraged to exercise good dental hygiene while they are incarcerated in this facility. As a part of this support, the facility provides toothbrushes and tooth paste to inmates who do not otherwise have access to these healthcare items.

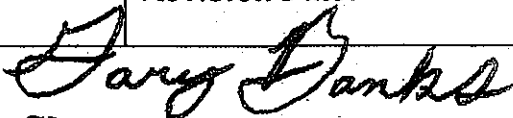
Fees may be charged to inmates for dental services and related professional care.

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2-12-18  
2-6-2020

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Health Care Services	<b>Policy Number:</b> 11.01
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>  <b>Sheriff of Yancey County</b>	

**POLICY:**

Yancey County Jail provides medical on a reasonable and cost-effective basis, consistent with the facilities that are available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of Yancey County Jail to provide reasonable and necessary inmate medical health services while confined to this facility.

**PROCEDURE:**

Yancey County Jail reasonably provides medical, dental, and mental health services to inmates as circumstances dictate. In providing these medical services, the custody and control of inmates is not neglected. .

Inmates have a right to refuse routine medical attention. Uncooperative or disruptive inmates may not be suitable candidates for routine medical attention. Such refusals or uncooperative actions are documented.

**Initial Intake Evaluation:**

1. Inmates brought into the facility are medically evaluated within a reasonable period of time.
2. Arriving detainees determined to be in need of critical or emergency medical, mental, or dental care, are not be accepted into the facility, and remain in the custody of the arresting or transporting officer.
3. Arriving detainees that indicate they are in need of prescription medication and who do not have the prescribed medication may not be accepted into the facility until the arresting or transporting officer has an opportunity to secure the medication or can show that the prescription is not valid or required.
4. During the initial contact, the jail officer asks the detainee, *are you ill; are you injured; are you under critical medical care?*

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5. If he or she answers yes to any of these questions or there is good reason to suspect that critical care is indicated, the detainee is not accepted and remains in the custody of the arresting or transporting officer.
6. Facility staff may recommend that transporting or arresting officers transport their detainee to the appropriate medical, mental, or dental facility for treatment.
7. Detainees showing signs or known to be mentally incompetent are not accepted, if alternative mental health facilities are available.
8. Before the booking process is completed, personnel will complete a medical screening of the detainee and complete the medical portion of the intake form.
9. Detainees who claim to be infected with a communicable disease are isolated from the general population, pending further medical evaluation.
10. Reasonable efforts are made to acquire professional assistance in processing detainees with special disabilities. If qualified professionals are available, they should be summoned to assist, or contacted through a communications device.
11. Observation and evaluation of the physical and mental condition of detainees continues through each phase of intake, including searches, dressing out, and/or showers.
12. Any *medical alert tags* worn by the detainee are noted on the medical screening and book-in sheets. The inmate is allowed to wear the medical alert tag, as long as there is no reasonable concern for security or safety.

#### **Emergency Health Care and First Aid:**

The facility maintains at least one fully stocked first aid kit and patient evacuation equipment at the facility that is accessible to officers. Ideally, at least one officer per shift is trained in *emergency first aid* and is able to demonstrate proficiency in the rendering first aid to inmates and fellow officers in the event of a *medical emergency*. With the advent of a medical emergency, the responding officer that is first aid proficient will:

1. Assist the injured person(s), and instruct other officers to call for professional medical assistance, as needed;
2. Isolate or remove the injured party to a secure and safe area, if the injuries allow movement;
3. Provide basic first aid to the injured party such as stop the bleeding, protect the wound, and treat for shock;
4. Make the injured party as comfortable as possible until other medical help arrives;
5. Provide security for the injured party until help arrives; &
6. Refer to *Medical Emergency* policy.

#### **Medication:**

All medications are taken from the inmate during admission and kept in a secure location. Additionally:

1. Medications are to determine content, and verify validity and appropriateness of the prescription;

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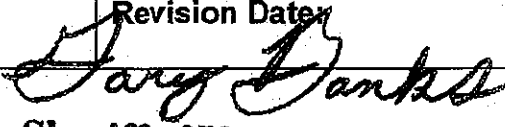
2. Determine if alternative medications are indicated;
3. Prescription medications are issued only by a physician's instruction;
4. An established receipt system for issuance of medication to the inmate; &
5. A responsible officer distributes the medication to the inmates and documents the issuing of medications onto a MARS sheet, and ensures the inmate takes it, as directed.
6. Over the counter medications may be purchased by the inmate from canteen services. The amount of medication that can be purchased will be set by the Chief Jailer and medical provider.
7. Medication for male inmates is to be stored and locked in the medical cart. Medication for female inmates will be stored and locked in the medication cabinet located in the booking area.
8. All remaining medications ordered during an inmate's incarceration can be claimed once they are released.
9. If an inmate brings their own medication to the facility they can be claimed once released.
10. All unclaimed prescribed medications will be disposed of.

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**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Sick Call	<b>Policy Number:</b> 11.02
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	 <b>Sheriff of Yancey County</b>

**POLICY:**

Yancey County Jail provides each inmate with regular access to health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care problems.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this facility to provide reasonable and necessary medical care to inmates, through a series of medical services such as regularly scheduled sick calls.

**DEFINITION:**

- **Sick Call** - An organized method of treating inmate health problems through a regularly scheduled open house. Sick call provides inmates with the opportunity to report a medical illness or other health problem and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

**PROCEDURE:**

**Scheduling:**

Inmate medical complaints are solicited daily through a request slip or form system, acted on by staff personnel, and followed by appropriate triage, and treatment by qualified personnel.

Sick call is scheduled on a regular basis and the schedule may change from time to time to meet the penological interests of the facility. A physician, or other qualified medical professional is accessible to the general population inmates and conducts sick call on an established schedule. The person conducting sick call will, if reasonably possible:

1. Examine the inmate to the extent necessary to ascertain the nature of the problem;
2. Provide appropriate treatment;
3. Schedule the inmate for further examination or treatment;

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4. Refer the inmate for transfer to the facility clinic or appropriate hospital when necessary; &
5. Arrange for immediate transfer to appropriate facility, clinic, or hospital in medical emergencies.

**Process:**

A member of the facility staff may assist the sick call officer with inmate control and scheduling. The staff member conducting the sick call or the assisting officer maintains sick call records.

**Medical Co-Pay:**

1. Inmates will have a medical screening upon arrival.
2. Female inmates who are pregnant will have full access to medical care.
3. Emergency medical care is available and provided to inmates at any time. The inmate will be charged with a fee when they are provided with non-emergency care. Non-emergency care is defined as a symptom or injury that is not life threatening, and this determination will be made by the Chief Jailer.
4. Sick call will be conducted on a daily basis Monday-Friday. For an inmate to be seen at sick call the inmate must obtain a Medical Request Form from a Jailer on duty. Inmates will submit completed sick call forms to the Jailer on duty. The jailer will file the request for review and scheduling. If an inmate fails to complete the medical request form or misses an appointment for any reason, they must wait until the next scheduled sick call day. Inmate initiated contact during sick call, which results in any medical evaluation will be documented and considered a sick call.
5. Medical Fee Schedule:
  - a. Sick Call \$20.00
  - b. Medication co-payment for one medication \$10.00
  - c. Medication co-payment for two or more medications \$20.00
6. There will be no charges for the following services:
  - a. Initial screening during arrest processing.
  - b. Follow-up treatments/test ordered by medical professionals.
  - c. Medical emergencies as determined by the Chief Jailer.
  - d. Use of force, inmate confrontations and, and restraint checks.
7. All remaining medications ordered during an inmate's incarceration can be claimed once they are released.
8. If you bring your own medication to the facility they can be claimed once released.
9. All unclaimed prescribed medications will be disposed of.

**Review of Sick Call:**

A physician reviews sick call requests and records on a regular basis. Reviews may include:

1. An examination of records;
2. Referrals made by the sick call personnel;
3. Discussion with the staff member who conducted sick call; &

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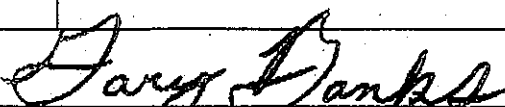
4. Actual examination of the inmate, if necessary.

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2-12-18  
JP 2-6-2020

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Suicide Prevention	<b>Policy Number:</b> 11.03
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	

**Sheriff of Yancey County**

**POLICY:**

It is the policy of the Yancey County Jail to be observant to the threat of suicide among inmates and to directly intervene in suicide attempts, whenever reasonably possible

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security, safety, and oversight of inmates that are perceived to be at serious risk of suicide or self inflicted injuries.

**DEFINITIONS:**

- ***Mentally ill*** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- ***Mentally retarded*** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- ***Mentally impaired inmate*** - An inmate who is mentally ill or mentally retarded.
- ***Suicide*** - the intentional and voluntary act of a person taking or attempting to take his or her own life.

**DISCUSSION:**

For most reasonably thinking individuals, being incarcerated in jail is a traumatic experience. As a consequence, many individuals taken into custody and confined in a jail exhibit some forms of abnormal behavior during in-processing and the early stages of confinement. This behavior is to be expected and is not necessarily indicative of, or a predictor of suicide. Changes in inmate behavior have many causes, many of which have nothing to do with jail life. An inmate may feel his family has abandoned him, loss of a job,

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perceived change in social status, or detoxification may alter behavior. However, this does not necessarily translate to a higher threat of suicide. Mood swings and behavioral changes make the job of the jail staff even more difficult when it comes to watching for or trying to prevent suicide by inmates.

Psychiatrists and psychologists do not agree on, nor have a demonstrated means of predicting or preventing suicide attempts by their patients, in or out of the jail setting. Your job in trying to predict and prevent suicide by inmates is not an easy task. Often our best tools in deterring suicide attempts is a caring, thoughtful word, positive reinforcement, listening to reports from fellow inmates or officers, and observed behavior.

Suicide attempts take many forms; however, the actor's goal is ending ones own life. The actual attempt may be long in planning or the result of an impulse that takes only a few seconds or minutes from decision through execution. The inmate may appear normal in one instance and carrying out his plan of self-destruction the next. Officers are cautioned to be watchful for three basic modes of suicide. This is often referred to as the *suicidal triad*. This triad consists of:

1. **Suicide** – Inmate wishing to take his own life performs the act.
2. **Homicide** – Act is performed by a fellow inmate for a variety of reasons, with the knowledge and assistance of the suicidal inmate.
3. **Suicide by COP** – Suicidal inmate may try to set up a scenario or scheme where officers will be forced to use deadly force, or kill the inmate because of some action he [the inmate] purposely instigates.

Jail staff may be alert to possible indicators of potentially suicidal inmates, by such things as:

1. Past history of suicide attempts;
2. Active discussion of suicide plans;
3. Sudden drastic change in eating, sleeping, or other personal habits;
4. Recent crisis in personal events, such as an extended or life sentencing; &
5. Loss of interest in activities or relationships the inmate had previously engaged in.

#### **PROCEDURE:**

An important part of the suicide prevention program is integrated into the inmate admission and classification processes. Comments and suggestions by arresting officers, observed behavior, inmate responses to questions, and signs of self inflicted wounds are all possible clues that may aid the intake officer in assessing the threat of imminent suicide.

When any officer perceives that an inmate is suicidal or homicidal the observing officer, will:

1. Place the inmate on a suicide watch;
2. Notify the floor staff of the watch condition;

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3. Start a watch log; &
4. Notify the Chief Jailer or supervisor of the watch condition.

The Shift Supervisor or Chief Jailer will consider the reasoning behind placing the inmate on a *suicide watch*, observed behavior, and other factors; and, will make a determination as to continuing, altering, or discontinuing the *watch*. The Chief Jailer will also:

1. While awaiting medical assistance, the inmate may be held in *medical locked* or *watch status* [if facilities are available] and will be more frequently observed by staff.
2. Once a medical or psychiatric evaluation is completed the Chief Jailer will be notified by the medical professional if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated. The Chief Jailer will communicate with the physician(s) regarding any major change in the inmate's behavior or status.
3. Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer or Shift Supervisor on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

If a perceived or actual crisis arises after regular operating hours or on weekends or holidays, and the inmate is likely to require commitment to a mental health treatment facility, the Chief Jailer or Shift Supervisor will be notified and will confer on the recommended transfer.

#### **The Watch:**

Inmates determined by competent medical authority to be a *suicide risk* will be placed in *watch status*, or placed in general population depending on the recommendations of the physician(s). If suicidal, the inmate will be under watch by at least one officer. This watch can be on a continuous basis or with frequent checks of at least every thirty [30] minutes. During these inspections, the officer will visually observe the inmate.

The inspection or watch can be performed with closed circuit television [CCTV], if the facility is so equipped. If CCTV is used, the officer must be able to see the inmate on the CCTV monitor and hear the sounds in the room through periodic checks.

#### **RESTRICTED LAW ENFORCEMENT DATA**

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Regardless of the method of observation, officer(s) assigned these duties will record the inspections in a logbook. Any unusual activity or behavior should be recorded in the log, and periodically reported to senior or medical staff as deemed appropriate by the observing officer.

During the watch, potentially harmful items such as razor blades, belts, shoelaces, matches, pens, pencils, mirrors, glasses, and any sharp items should be removed from the inmate and the cell in which he or she is placed. Staff are reminded that removal of such items from the immediate area of an inmate does not provide guarantees that the inmate can not or will not attempt suicide by other means. For example, one of the most common means of suicide by inmates is strangulation or hanging by using bed clothing, or parts of clothing. Likewise, paper jumpsuits or gowns can also be used to commit suicide.

Yet, to place an inmate in a room void of blankets, bedding, clothing, or other basic amenities of life for an extended period of time is considered *cruel and unusual punishment*, and is therefore forbidden by the U.S. Constitution. Again, our best tools in deterring suicide attempts may be a caring thoughtful word, positive reinforcement, reports from fellow inmates or officers, observed behavior, and trying to get the inmate involved with facility activities, other inmates, or productive work.

Written reports of any suicide attempts or perceived threats of suicide will be forwarded to the Chief Jailer or Shift Supervisor as a priority.


**RESTRICTED LAW ENFORCEMENT DATA**

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Valente Liphik  
2-12-18

2-6-2020

Yancey County  
Jail and Detention  
Policies and Procedures

<b>Subject:</b> Mental Health Care	<b>Policy Number:</b> 11.04
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority</b> <b>Title and Signature:</b> 	

**POLICY:**

**Sheriff of Yancey County**

Yancey County Jail provides treatment, services, and temporary housing for inmates who display or have been diagnosed as having mental health problems. In such cases, mental health care is provided at a reasonable and cost efficient basis, consistent with budgetary and facilities available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security and safety standards, control, supervision, and oversight of inmates while confined to this facility, including those inmates with mental health problems.

**PROCEDURE:**

Inmates committed to Yancey County Jail are normally screened to include questions and observations intended to identify mentally impaired inmates who may have problems adapting to the detention setting, or who may be imminently dangerous to themselves or others. Staff will observe inmates throughout their incarceration in an effort to identify possible mental health problems. In a situation in which the inmate may present an imminent danger to self or others, staff may take appropriate action to ensure the safety of inmates and staff [such as using restraints].

**DEFINITIONS:**

- **Mentally ill** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- **Mentally retarded** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- **Mentally impaired inmate** - An inmate who is mentally ill or mentally retarded.

**RESTRICTED LAW ENFORCEMENT DATA**

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### **Mental Health Screening:**

On admission, the intake staff evaluates each inmate for obvious signs of mental illness or retardation. When a staff member suspects an inmate is mentally impaired, they notify the Chief Jailer or Shift Supervisor for instructions. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in administrative or medical segregated housing or transported elsewhere.

Officers should be alert to possible indicators of acute mental illness, including the following:

1. Systematized delusions of persecutions, with the rest of the personality remaining relatively intact;
2. Delusions of grandeur and/or persecution or a constant attitude of suspicions and hostility;
3. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
4. Inappropriate emotional responses, silliness, bizarre delusions, or unpredictable, hollow giggling;
5. Hallucinations such as hearing, seeing, tasting, or smelling something or some one that is not present at the moment;
6. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; &
7. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.

Inmates exhibiting psychotic or dangerous behavior that appear to originate from mental illness are referred for evaluation.

Following an additional evaluation from physician medical professional, the evaluation is entered in the inmate's medical file. This report may make recommendations on the monitoring, observation, and handling of the inmate. These care recommendations are not normally overridden. The exception may be for security considerations, and additional protection of the inmate or others. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security are resolved between the Chief Jailer, and the prescribing medical professional.

### **Reporting Mental Health Conditions to the Court:**

Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

#### **RESTRICTED LAW ENFORCEMENT DATA**

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**Crisis Intervention:**

When an inmate exhibits behavior that is suicidal, homicidal, or otherwise extremely inappropriate, the staff should request medical assistance. As a result of this evaluation the inmate may be placed on a suicide watch. Under the condition of a suicide watch, inmates are placed on a program intended to reasonably protect the individual from self-destruction. This process is discussed in an associated policy and procedure.

If a potential mental health crisis arises after regular operating hours, on weekends, or holidays and is likely to require commitment to a regular mental health treatment facility, the Shift Supervisor or Chief Jailer. While awaiting medical assistance, the inmate may be held in medical locked unit status and/or closely observed by staff.

**Transfers for Mental Health Treatment:**

Prior to a non-emergency transfer of any inmate to a mental health facility, the consulting mental health specialist making the referral will prepare a written report to be transported with the inmate. The Shift Supervisor or Chief Jailer will ordinarily be consulted in advance of the transfer and provided the specific reasons for the transfer.

**Psychotropic Drugs:**


Administration of psychotropic drugs such as anti-psychotics, antidepressants, and/or drugs requiring special handling are administered under the direction of a physician or person specifically authorized by the physician and is given only in accordance with written instructions listed in the medical file. Officers assigned to distribute medication ensure that the intended inmate consumes the drugs. Any refusal to take prescribed medication is recorded and the medical staff advised before the next *sick call*, unless the inmate's behavior reasonably indicates immediate notification is appropriate.

**RESTRICTED LAW ENFORCEMENT DATA**

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Yancey County  
2-12-18  
LP 2-6-2020

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Dental Services	<b>Policy Number:</b> 11.05
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	 <b>Sheriff of Yancey County</b>

**POLICY:**

Yancey County Jail facility encourages inmates to exercise good dental hygiene by providing toothbrushes and tooth paste, as well as access to emergency and essential dental services while they are incarcerated.

**PENOLOGICAL INTEREST:**

Yancey County Jail has a penological interest in maintaining health and encouraging improved hygiene among inmates. This includes reasonable and necessary emergency dental services.

**PROCEDURE:**

**Daily Maintenance of Teeth & Gums:**

Inmates are encouraged to exercise good dental hygiene while they are incarcerated in this facility. As a part of this support, the facility provides toothbrushes and tooth paste to inmates who do not otherwise have access to these healthcare items.

Fees may be charged to inmates for dental services and related professional care.

**RESTRICTED LAW ENFORCEMENT DATA**

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To the Yancey County Commissioners:

Property owner owning property that has ingress and egress with said drive off of Cane Branch Rd SR 1146 has met or exceeded the requirements needed to have a drive named under the Yancey County Road Naming Procedure.

Under the Yancey County Addressing and Road Naming Ordinance Section 2.26 "Notice of Action for All Roads" and 2.27 Mobile Home Parks, Condominiums, Planned Units Developments, Apartments, Public Housing Developments and Travel Trailer Parks. "Section (B)". The said owner of property in the Cane Branch Community has met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads.

## ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

### 2.20 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

### 2.23 DUTIES OF THE ADDRESSING COORDINATOR

ADDRESSING COORDINATOR. The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

### 2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) CAMPERS/RV's/MOTORHOMES. Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

### 2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.



**2.2 MOBILE HOME PARKS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS, APARTMENTS, PUBLIC HOUSING DEVELOPMENTS AND, TRAVEL TRAILER PARKS.**

- (A) Where county records are incomplete, the owners of existing mobile home parks, condominiums, planned unit developments, apartments, public housing developments and, travel trailer parks shall, upon request of the Addressing and Mapping Department, submit a legible and accurate map of their development, including but not limited to the location, name, and width of each roadway. Each building within the development must also be identified.
- (B) If street names are being requested for a Development/Subdivision, the applicant must submit a digital or a legible full sized printed plan (minimum 18"x24") for the development. If the development/subdivision is a multiphase development/subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the Addressing and Mapping Department.
- (C) Developers that are supplying their own road signs, are responsible for the cost of material and installation of the new 911 street signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina of Department of Transportation Guidelines.

It is my recommendation for the section of private drive that comes off of Cane Branch Rd SR 1146 and contains all person's property in the signed petition be named: Highland Meadows Rdg

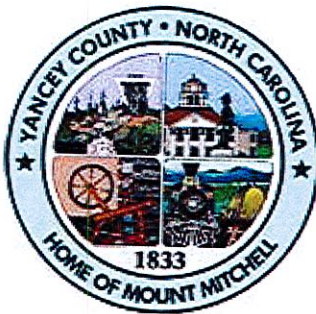
Mark Thomas  
Yancey County  
Address Coordinator

To the General Public,

2/5/2021

Under the Yancey County Addressing and Road Naming Ordinance Section 2.26 "Notice of Action for All Roads" and 2.27 Mobile Home Parks, Condominiums, Planned Units Developments, Apartments, Public Housing Developments and Travel Trailer Parks. Section (B). The said owner of property in the Cane Branch Community has met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. The property owner/developers driveway that comes off of Cane Branch Rd would like to name their roadway: Highland Meadows Rdg.

Mark Thomas  
Yancey County  
Address Coordinator  
GIS Technician  
110 Town Sq Rm 7  
Burnsville, NC 28714  
828-682-1813  
Mark.Thomas@yanceycountync.gov







# STREET NAME APPLICATION FORM

Yancey County Addressing and Mapping Department  
email: [addressing@yanceycountync.gov](mailto:addressing@yanceycountync.gov)  
110 Town Sq Room 7  
Burnsville, NC 28714  
Phone: 828-682-1813

Proposed Name of Road: Highland Meadows Rdg.  
Beginning at (cross street): Cane Branch Rd – SR 1146

Is this street in a subdivision? Yes If yes, subdivision name: The Homes at Black Mountain Ridge

**\*Note: If a developer is supplying the road signs they are responsible for the cost of materials and installation of the new 911 street name signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina Department of Transportation guidelines.**

Applicant's Name: Matthew Remillard

Address: 57 S Pinnacle Dr. Burnsville, NC 28714

Telephone: 3862996842

I am in favor of the proposed street name change.

<u>Printed Name</u>	<u>Address</u>	<u>Day Phone</u>	<u>Signature &amp; Date</u>
<u>Matthew Remillard</u>	<u>57 S Pinnacle Dr. Burnsville, NC 28714</u>	<u>386-299-6842</u>	<u>[Signature]</u> <u>02/08/2021</u>

**\*Note: The applicant is responsible for recording development plats, including any associated fees.**

**\*Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the governing authority.**

Application Requirements: A Street Name Application must be circulated among affected property owners. The Street Name Application must contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property adjacent to the street. At least 80% of the affected property owners, must sign the application in order to initiate the street name process as deemed by Yancey County Addressing and Road Name Ordinance. Applications must be completed with signatures of the affected property owners in order for the application process to be presented to the County Commissioners for final approval.

Return completed application and petition of property owners to:  
Yancey County Addressing and Mapping Department

**STANDARDS FOR STREET NAME**

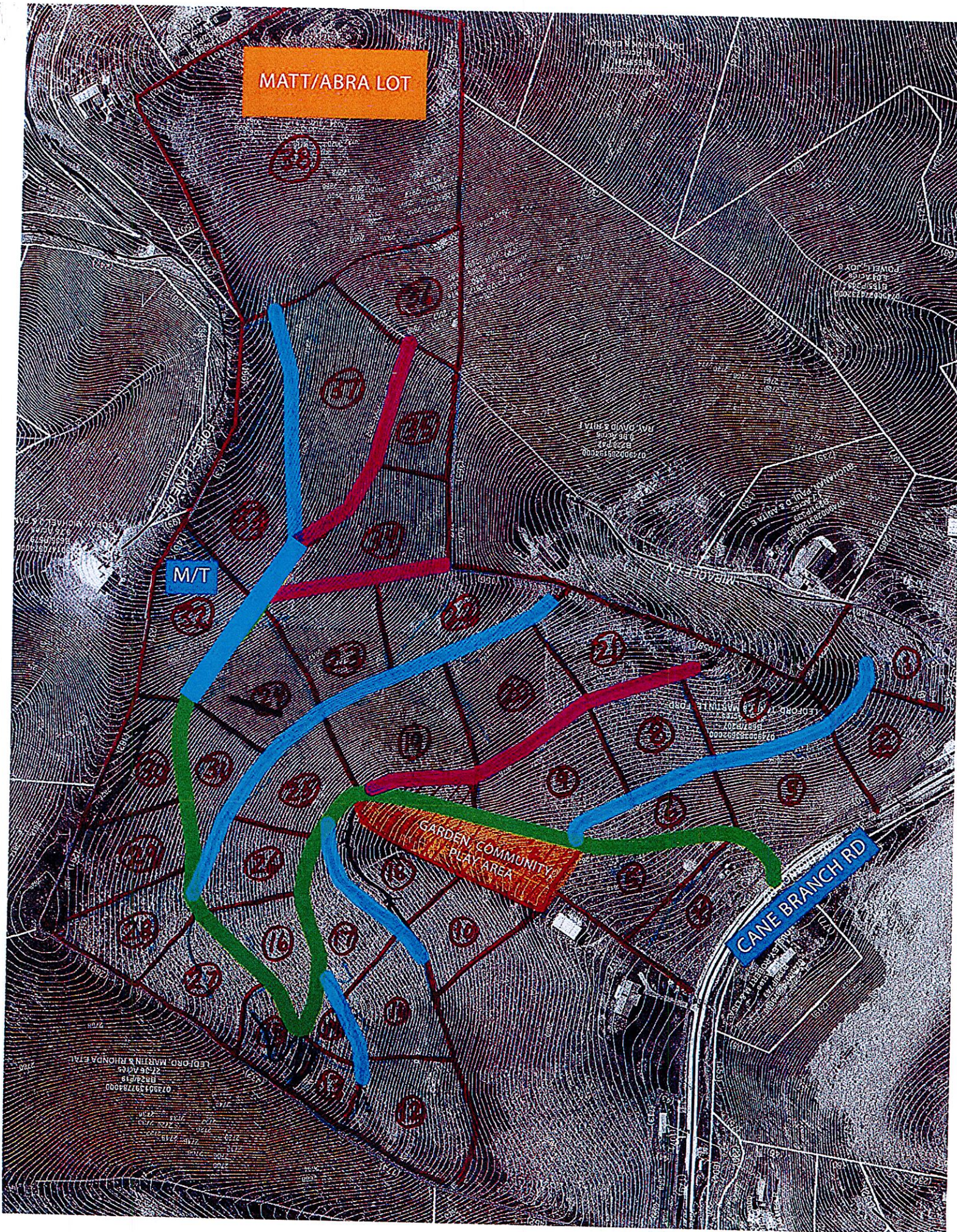


MATT/ABRA LOT

M/T

GARDEN COMMUNITY  
PLAY AREA

CANE BRANCH RD







## **PROCLAMATION**

### **AMERICAN RED CROSS MONTH 2021**

**WHEREAS**, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in Yancey County, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering.

**WHEREAS**, during the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage.

**WHEREAS**, here in Western North Carolina, local families relied on volunteers for comfort and hope. Last year, 358 local American Red Cross volunteers responded to 198 home fires and local disasters, educated over 1,100 people in community preparedness, installed 600 smoke alarms, provided 950 services to military members and their families, and helped collect over 24,000 units of lifesaving blood products.

**NOW THEREFORE, BE IT RESOLVED**, this lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

Adopted, this the 8<sup>th</sup> day of March 2021.

ATTEST:

\_\_\_\_\_  
JEFF WHITSON, Chairman

\_\_\_\_\_  
SONYA MORGAN,  
Clerk to the Board of Commissioners

(county seal)



## **Board of Equalization and Review 2021**

- Jeff Whitson
- Mark Ledford
- Jill Austin
- David Grindstaff
- Johnny Riddle
- Byrl Ballew
- Danny McIntosh
- Margaret Pierce
- Jerri Storie
- Bill Wheeler
- Jamie McMahan

# YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 02/28/2021

Description	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	Total
Balances												
Balances												
County Vehicle Tax												\$39,987.22
	\$5,587.66	\$14,218.15	\$15,256.87	\$4,924.54								
TOWN OF BURNSVILLE Vehicle Tax												\$1,038.21
		\$499.48	\$502.73	\$36.00								
BURNSVILLE FIRE DISTRICT Vehicle Tax												\$1,106.71
	\$281.59	\$245.85	\$523.35	\$55.92								
CANE RIVER FIRE DISTRICT Vehicle Tax												\$312.00
		\$137.60	\$166.03	\$8.37								
EGYPT FIRE DISTRICT Vehicle Tax												\$116.50
		\$68.96	\$47.14	\$0.40								
RAMSEYTOWN FIRE DISTRICT Vehicle Tax												\$11.17
		\$6.41	\$0.82	\$3.94								
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax												\$261.85
		\$151.60	\$109.07	\$1.18								
JACKS CREEK FIRE DISTRICT Vehicle Tax												\$303.11
	\$205.81	\$24.84	\$40.51	\$31.95								
BRUSH CREEK FIRE DISTRICT Vehicle Tax												\$99.15
		\$41.24	\$57.91									
CRABTREE FIRE DISTRICT Vehicle Tax												\$610.09
	\$72.92	\$307.68	\$193.67	\$35.82								
SOUTH TOE FIRE DISTRICT Vehicle Tax												\$370.41
	\$18.14	\$221.98	\$115.29	\$15.00								

PENSACOLA FIRE DISTRICT Vehicle Tax				\$356.56
	\$136.96	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$273.26
	\$4.86	\$28.70	\$65.53	\$174.17
County Vehicle Interest				\$7,918.15
	\$656.96	\$1,929.91	\$3,435.92	\$1,895.36
TOWN OF BURNSVILLE Vehicle Interest				\$175.48
	\$60.49	\$100.77	\$14.22	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$215.14
	\$33.19	\$35.19	\$126.74	\$20.02
CANE RIVER FIRE DISTRICT Vehicle Interes				\$51.96
	\$17.78	\$32.14	\$2.04	
EGYPT FIRE DISTIRCT Vehicle Interest				\$18.39
	\$8.55	\$9.83	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$1.64
	\$0.60	\$0.02	\$1.02	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$41.32
	\$18.89	\$21.96	\$0.47	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$52.51
	\$24.02	\$4.26	\$11.66	\$12.57
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$17.21
	\$5.50	\$11.71		
CRABTREE FIRE DISTRICT Vehicle Interest				\$104.42
	\$8.61	\$40.18	\$42.29	\$13.34
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$61.48
	\$2.19	\$30.48	\$23.89	\$4.92
PENSACOLA FIRE DISTRICT Vehicle Interest				\$80.96
	\$18.13	\$33.84	\$28.99	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$92.63
	\$0.62	\$6.15	\$17.87	\$67.99
DMV Vehicle Interest				\$597.51
	\$185.10	\$60.73	\$190.65	\$161.03

Totals

\$54,275.04

\$7,081.67

\$18,326.29

\$21,280.11

\$7,586.97

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03/02/2021

# Yancey County Tax Office

County/District Collection Percentage Report

As of: 02-28-2021

Run Date: 03-02-2021

**2020  
County**

**Net Levy \$**  
12,880,995.61

**Collections \$**  
11,980,830.74

**Collections %**  
93.02

## **Districts**

<b>Name</b>	<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
001 - BURNSVILLE FIRE DISTRICT	218,803.14	206,378.84	94.33
002 - CANE RIVER FIRE DISTRICT	70,536.36	66,081.06	93.69
003 - EGYPT FIRE DISTRICT	77,874.62	73,690.41	94.63
004 - RAMSEYTOWN FIRE DISTRICT	24,269.97	21,497.24	88.58
005 - GREEN MOUNTAIN FIRE DISTRICT	26,958.38	23,356.57	86.64
006 - JACKS CREEK FIRE DISTRICT	67,221.79	61,743.62	91.86
007 - BRUSH CREEK FIRE DISTRICT	40,158.44	37,497.99	93.38
008 - CRABTREE FIRE DISTRICT	176,511.52	160,418.92	90.89
009 - SOUTH TOE FIRE DISTRICT	194,166.62	181,190.67	93.32
010 - PENSACOLA FIRE DISTRICT	94,014.88	89,142.82	94.82
011 - PRICES CREEK FIRE DISTRICT	165,025.46	155,523.86	94.25

## **District Totals**

**Net Levy \$**  
1,155,541.18

**Collections \$**  
1,076,522.00

**Collections %**  
93.16

**Personal Property:**



Billed	UnCollected	Collected	Percent Collected	Percent Not Collected
1,067,611.89	33,225.36	1,034,386.53	96.888	3.112

# Posting Report

02-01-2021 to 02-28-2021

03-02-2021

2:51 PM

## I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$111.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111.31
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$34.38	\$0.00	\$0.00	\$0.00	\$2.87	\$0.00	\$0.00	\$0.00	\$0.00	\$37.25
2017	\$160.86	\$0.00	\$0.00	\$0.00	\$13.41	\$0.00	\$0.00	\$0.00	\$0.00	\$174.27
2018	\$937.39	\$0.00	\$0.00	\$0.00	\$10.90	\$0.00	\$0.00	\$0.00	\$20.88	\$969.17
2019	\$6,467.92	\$217.09	\$18.52	\$0.00	\$49.06	\$2.43	\$123.14	\$0.00	\$71.81	\$6,949.97
2020	\$181,141.10	\$3,544.54	\$3,037.61	\$887.32	\$1,539.28	\$575.18	\$2,845.57	\$3,187.49	\$629.31	\$197,387.40
<b>TOTAL</b>	\$188,852.96	\$3,761.63	\$3,056.13	\$887.32	\$1,615.52	\$577.61	\$2,968.71	\$3,187.49	\$722.00	\$205,629.37

## II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$366.07	\$0.00	\$366.07
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$0.00	\$0.00	\$0.00
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00

Newdale	\$0.00	\$0.00	\$0.00
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$366.07</b>	<b>\$0.00</b>	<b>\$366.07</b>

### III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
<b>TOTAL</b>	\$188,486.89	\$3,761.63	\$3,056.13	\$887.32	\$1,615.52	\$577.61	\$2,968.71	\$3,187.49	\$722.00	\$205,263.30

# Transaction Type Report

02-01-2021 to 02-28-2021

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.44	\$0.00	\$0.00	\$71.44
2012	\$111.31	\$0.00	\$0.00	\$0.00	\$0.00	\$111.31	\$73.10	\$0.00	\$0.00	\$184.41
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108.47	\$0.00	\$0.00	\$108.47
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.44	\$0.00	\$0.00	\$71.44
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.44	\$0.00	\$71.44	\$142.88
2016	\$34.38	\$2.87	\$3.72	\$0.00	\$0.00	\$40.97	\$158.85	\$0.00	\$0.00	\$199.82
2017	\$160.86	\$13.41	\$0.00	\$0.00	\$0.00	\$174.27	\$50.04	\$0.00	\$0.00	\$224.31
2018	\$937.39	\$31.78	\$0.00	\$0.00	\$0.00	\$969.17	\$152.44	\$8.00	\$0.00	\$1,129.61
2019	\$6,467.92	\$482.05	\$0.98	\$0.00	\$0.00	\$6,950.95	\$827.44	\$68.00	\$0.00	\$7,846.39
2020	\$180,775.03	\$16,246.30	\$38.31	\$0.00	\$0.00	\$197,059.64	\$6,018.51	\$0.00	\$0.00	\$203,078.15
<b>TOTAL</b>	<b>\$188,486.89</b>	<b>\$16,776.41</b>	<b>\$43.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$205,306.31</b>	<b>\$7,603.17</b>	<b>\$76.00</b>	<b>\$71.44</b>	<b>\$213,056.92</b>

## Adjustment / Release Report

02-01-2021 to 02-28-2021

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2020	\$368.12	\$0.00	\$0.00	\$0.00	\$368.12	\$191.96	\$0.00	\$0.00	\$0.00	\$560.08	\$560.08
<b>TOTAL</b>	\$368.12	\$0.00	\$0.00	\$0.00	\$368.12	\$191.96	\$0.00	\$0.00	\$0.00	\$560.08	\$560.08

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# Collections Receipts Report

02-01-2021 to 02-28-2021

Total general tax	\$188,486.89
Total fire tax	\$16,776.41
Total penalty	\$43.01
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$205,306.31
Total interest	\$7,603.17
Total cost of advertising	\$76.00
Total legal	\$71.44
Total check overpayments	\$19.46
Total Prepaid Payments	\$1,556.00
Total Prepaid Applied	\$0.00
Total misc	\$9,326.07
Grand total receipts	\$214,632.38

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# District Payment Report

02-01-2021 to 02-28-2021

Year	District Code	District Name	Amount
2011	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2012	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2014	006	JACKS CREEK FIRE DISTRICT	\$0.00
2015	006	JACKS CREEK FIRE DISTRICT	\$0.00
2016	006	JACKS CREEK FIRE DISTRICT	\$2.87
2017	006	JACKS CREEK FIRE DISTRICT	\$13.41
2018	006	JACKS CREEK FIRE DISTRICT	\$10.90
2018	010	PENSACOLA FIRE DISTRICT	\$20.88
2019	001	BURNSVILLE FIRE DISTRICT	\$217.09
2019	002	CANE RIVER FIRE DISTRICT	\$18.52
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$5.35
2019	006	JACKS CREEK FIRE DISTRICT	\$43.71
2019	007	BRUSH CREEK FIRE DISTRICT	\$2.43
2019	008	CRABTREE FIRE DISTRICT	\$123.14
2019	010	PENSACOLA FIRE DISTRICT	\$71.81
2020	001	BURNSVILLE FIRE DISTRICT	\$3,544.54
2020	002	CANE RIVER FIRE DISTRICT	\$576.20
2020	003	EGYPT FIRE DISTRICT	\$516.11
2020	004	RAMSEYTOWN FIRE DISTRICT	\$371.21
2020	005	GREEN MOUNTAIN FIRE DISTRICT	\$331.10
2020	006	JACKS CREEK FIRE DISTRICT	\$1,208.18
2020	007	BRUSH CREEK FIRE DISTRICT	\$575.18
2020	008	CRABTREE FIRE DISTRICT	\$2,845.57
2020	009	SOUTH TOE FIRE DISTRICT	\$3,187.49
2020	010	PENSACOLA FIRE DISTRICT	\$629.31
2020	011	PRICES CREEK FIRE DISTRICT	\$2,461.41
TOTAL			\$16,776.41

Detailed District Payment Report

02-01-2021 to 02-28-2021

Year	District Code	District Name	Taxpayer Name	Address	Amount
TOTAL					\$0.00



# Outstanding Balances Report

As of 02-28-2021

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2010	\$14,019.29	\$6,548.98	\$662.10	\$6,728.21	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$22,142.11	\$10,981.63	\$1,138.14	\$9,912.49	\$92.00	\$17.85	\$0.00	\$0.00
2012	\$25,641.49	\$12,786.60	\$1,485.00	\$10,978.64	\$112.00	\$279.25	\$0.00	\$0.00
2013	\$21,682.62	\$12,004.17	\$1,131.07	\$8,349.38	\$198.00	\$0.00	\$0.00	\$0.00
2014	\$24,813.10	\$14,559.46	\$1,321.67	\$8,410.49	\$148.00	\$373.48	\$0.00	\$0.00
2015	\$27,796.98	\$16,859.51	\$1,671.19	\$8,656.23	\$196.00	\$221.95	\$0.00	\$0.00
2016	\$51,633.83	\$34,898.40	\$2,633.23	\$13,519.52	\$256.00	\$322.68	\$4.00	\$0.00
2017	\$70,138.98	\$49,222.56	\$4,267.38	\$15,615.10	\$424.00	\$609.94	\$0.00	\$0.00
2018	\$107,257.49	\$81,097.00	\$6,973.67	\$17,584.17	\$739.97	\$862.68	\$0.00	\$0.00
2019	\$251,001.38	\$204,497.08	\$17,654.95	\$26,104.53	\$1,728.00	\$1,016.82	\$0.00	\$0.00
2020	\$1,008,509.33	\$900,965.82	\$79,085.48	\$27,643.87	\$0.00	\$814.16	\$0.00	\$0.00
<b>Total</b>	<b>\$1,624,636.60</b>	<b>\$1,344,421.21</b>	<b>\$118,023.88</b>	<b>\$153,502.63</b>	<b>\$3,973.97</b>	<b>\$4,518.81</b>	<b>\$4.00</b>	<b>\$0.00</b>

# CONSULTING SERVICES AGREEMENT

This contract entered into March 1, 2021 by & between Valley County, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

**1. Scope of Services:** Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated March 1, 2021 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

**2. Standard of Care:** Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

**3. Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

**4. Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

**5. Compensation:** The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15<sup>th</sup> day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

**6. Personnel:** Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

**7. Opinions or Estimates of Cost:** Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design Concepts has no control over market conditions or bidding procedures, Civil

Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

**8. Termination:** This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

**9. Limitation of Liability:** Civil Design Concepts liability for Client's damages will, in aggregate, not exceed \$1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

**10. Assignability:** This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

**11. Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

**12. Ownership of Documents:** CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

**13. Excusable Delay:** If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

**14. Indemnification:** Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

Client initials: LA  
CDC initials: JG

15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:** Exhibit A, "Proposal For Services"  
**Date:** March 1 2021

Client: Yancey County

Client Authorized Signature: 

Print Name: Lynn Austin

Title: County Manager

Address: 110 Town Square Room #11, Burnsville NC 28714

Civil Design Concepts, P.A.

Signature: 

Name: Jesse Gardner, P.E.

168 Patton Avenue  
Asheville, NC 28801

52 Walnut Street – Suite 9  
Waynesville, NC 28786



October 29, 2020

## **PROPOSAL FOR SERVICES – EXHIBIT A**

**SUBMITTED TO:** Jamie McMahan  
Yancey County  
Planning and Economic Development Director

**SUBMITTED FOR:** Estimate for Design Services for Micaville Site  
Yancey County, North Carolina      Project # TBD

### **I. SCOPE OF SERVICES:**

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the “Micaville Site” project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants.

Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have been provided to date.

#### **A. Preliminary Feasibility / Analysis:**

1. Attend project kick-off meeting with Owner, & Design Team.
2. Coordinate available information and determine needs for additional information necessary to obtain approvals for the project.
3. Evaluate existing infrastructure including water, sewer, storm and dry utility analysis.
4. Identify any improvements that may be necessary to accommodate future development.
5. Preliminary analysis of the property as it relates to roadways, building pads, parking, and utilities.
6. Develop Base Maps from GIS information provided by the owner.
7. Develop conceptual layout of existing and proposed road configurations, building pads, rough grading, and conceptual storm drainage, water, and sewer plans.
8. Develop quality take off and preliminary cost estimate for site work.
9. Attend meeting with client. Develop timeline and strategy for proceeding to the next stage of construction documents.

## **B. Environmental Analysis**

### **1. Wetland/Stream Delineation**

- a. Complete a comprehensive delineation of jurisdictional wetlands and Waters of the United States within the referenced tract. This task will include the identification and field demarcation of wetlands and streams. The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with plastic surveyor's tape. This task includes a brief letter report of findings and permitting scenarios.
- b. During field studies, wetland limits/stream origins will be located using a sub-meter Trimble Geo XT GPS mapping grade unit. Several known points (i.e., property corners) will also be located to provide for accurate referencing. Upon collection and subsequent differential correction.
- c. GPS mapping grade data is typically sufficient for corps verification and permitting, however, should the client wish to convert the GPS wetland/stream locations to a recordable format, services of a registered land surveyor will be required.

### **2. Agency Coordination**

- a. Prepare a Jurisdictional Determination request for submittal to the US Army Corps of Engineers, (USACE) and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property. If a field review of the subject property is requested by the USACE, then CEC will accompany then to the site to provide justification of any delineated wetland or stream origins.

## **C. Geotechnical Exploration / Analysis / Soil Borings & Phase 1 ESA**

### **1. Preliminary Geotechnical Exploration**

- a. Contacting the North Carolina One Call Center to locate underground utilities.
- b. A site reconnaissance and establishment of boring locations by a geotechnical professional, using existing site features and estimating distances. Mobilization of a truck-mounted drill rig to the site.
- c. Performance of 15 soil test boring in accordance with ASTM D 1586. The majority borings will be extended to depths of 10 to 20 feet. One of the borings will be extended to a depth of 20-80 feet in order to gather information for seismic site classification.

- d. Measurements of groundwater depths (if encountered) will be obtained at the completion of the borings.
- e. Estimated subsurface profiles (boring logs) as necessary to illustrate subsurface conditions including standard penetration resistance test data and ground water levels.
- f. Several laboratory samples will be collected in order to evaluate the suitability of on-site soil as fill material.
- g. Observation and stratification of the boring soil samples by a geotechnical professional.
- h. Preparation of an engineering report that will include:
  - i. A summary of our understanding of the proposed construction.
  - j. A summary of the exploration and encountered subsurface conditions.
  - k. Site grading information, including anticipated subgrade suitability and stabilization, groundwater control, and/or rock excavation.
  - l. Preliminary shallow foundation support recommendations and design parameters.
  - m. Preliminary grade slab support recommendations.
  - n. Recommendations for construction observation and testing.

## **2. Grading and Clearing**

- a. The site is characterized by some woods and gentle slopes. BLE proposes to retain the services of a grading and clearing company to prepare the work area for the geotechnical exploration. All reasonable attempts will be made to keep the amount of clearing to a minimum.

## **3. Phase I Environmental Site Assessment**

- a. BLE will use ASTM Standard Practice E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process as a guideline. ASTM Practice E 1527-13 constitutes "all appropriate inquiry (AAI) into the previous ownership and uses of a property consistent with good commercial or customary practice" as defined at 42 U.S.C. §9601(35)(B). This practice also permits the user to satisfy one of the requirements to qualify for "landowner liability protections (LLPs)" under CERCLA.

- b. The Phase I ESA will be conducted to provide an independent, professional opinion regarding recognized environmental conditions (REC), as defined by ASTM, associated with the subject property. The term REC is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The proposed Phase I ESA will generally follow ASTM E 1527-13 and will include:
1. Interview the subject property owner or a client-designated Key Site Manager, Occupants and State/Local Government Officials, regarding current and previous uses of the property, particularly activities involving hazardous substances and petroleum products. Past owners, operators and occupants will also be interviewed to the extent they are identified and their information will not likely be duplicative.
  2. Investigate historical use of the subject property through reasonably ascertainable Standard Historical Sources, which may include aerial photography, fire insurance maps, property tax files, land use maps, USGS topographic maps, city directories, and/or building department records for evidence of prior land use that could have led to *recognized environmental conditions*.
  3. Review environmental records available from the client, property owner or site contact including regulatory agency reports, permits, registrations, and consultants' reports for evidence of *recognized environmental conditions* and activity and use limitations (AULs).
  4. Review a commercially-available database summary of federal and state and tribal regulatory agency records pertinent to the subject property and offsite facilities located within ASTM specified search distances from the subject property.
  5. Conduct an onsite reconnaissance of the subject property for visual evidence of *recognized environmental conditions*; and,
  6. Prepare a written report that documents the findings of the assessment, with conclusions and recommendations, as warranted.
- c. Activities performed under this scope of work will be conducted under the responsible charge of an *Environmental Professional* as defined in §312.10 of 40 CFR 312.
- d. *User Responsibilities/Requested Information* Specific tasks to be performed by the user of the Phase I ESA are described in Section 6 *User's Responsibilities*, of ASTM Practice E 1527-13. One of these tasks includes the development of information to be provided to the environmental professional. As a convenience, we have summarized these requirements in the attached questionnaire. This questionnaire should be completed and returned to us at the same time this proposal is authorized. Incomplete or missing information could be considered a *data gap* and could result in a determination that is not complete.

## **II. CLIENT RESPONSIBILITIES:**

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

## **III. ADDITIONAL SERVICES**

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. Design of off-site utility extensions necessary to serve the project other than described.
3. Change in scope of services as defined within this proposal.
4. Changes required due to contractor error.
5. Design modifications requested by Owner after submittals.
6. Design changes due to error in base survey information.
7. Flood study/ Permitting Services.
8. No structural designs included.
9. No geotechnical investigation or designs included.
10. Please note that this scope assumes that we will be provided adequate base information to develop design documents and required footprint information, which includes but is not limited to:
  - a. Topographic data in two-foot intervals provided by professional land surveyor.
  - b. Finalized footprints from the architect including accessible entrance, routes, etc.
  - c. Other information determined to be necessary to complete this project's requirements.
11. Fast track packaging of construction documents.
12. Water feature mechanical or structural engineering design; fees will be negotiated as necessary.
13. Pool or spa mechanical or structural engineering design; fees will be negotiated as necessary.
14. Construction documentation for exterior lighting. Concept design level drawings and fixture selection are included, if applicable. Lighting shop drawings by installation contractor to be required and will be reviewed by Landscape Architect.
15. Retaining wall design on walls greater than 5' (five feet) in height. A geotechnical engineer sub-consultant may be necessary.

Mailing Address: P.O. Box 5432, Asheville, NC 28813	
168 Patton Avenue Asheville, NC 28801	52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone 828-252-5388 Fax 828-252-5365	Phone: 828-452-4410 Fax: 828-456-5455



#### IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

#### V. COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

<b>A. Preliminary Feasibility/Analysis</b>	<b>\$</b>	<b>9,700</b>
<b>B. Environmental Analysis:</b>	<b>\$</b>	<b>11,250</b>
<b>C. Geotechnical Analysis Phase 1:</b>	<b>\$</b>	<b><u>22,250</u></b>
<b>TOTAL:</b>	<b>\$</b>	<b>43,200</b>

**\*Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$95/hr
Contract Administrator	\$90/hr
Civil Engineer Technician	\$80/hr
Construction Inspector	\$60/hr
Office Administrator	\$40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2020 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

Mailing Address: P.O. Box 5432, Asheville, NC 28813	
168 Patton Avenue Asheville, NC 28801	52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone 828-252-5388 Fax 828-252-5365	Phone: 828-452-4410 Fax: 828-456-5455

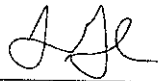
## VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

## VII ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or Yancey County, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client. Respectfully submitted March 1 2021



Jesse Gardner, P.E.  
Civil Design Concepts, P.A.

March 1 2021

(Date)



Lynn Austin

Yancey County

3/1/21

(Date)



**WAMY CARES Act**

**Description**

The presenters have provided the following information for the Board's review in advance of the meeting.

**Item Presenter**

Starli McDowell & April Beck

**Board Action Requested**

WAMY Community Action received Cares Act Funding in late July 2020 and we have worked to assist residents with mortgage and rent payments, utilities, heating fuel and water bills in all the four counties we serve. The need in our community has been immense, especially through the holidays. There are families with children that have been impacted by COVID-19 either by losing their jobs or having their hours cut. The service sector has been hit the hardest with restaurant workers and hospitality jobs suffering the most with some ineligible for unemployment and many just losing income due to fewer hours. I am a paycheck-to-paycheck worker as are most of the residents that live and work in the tri-county area. If I missed two paychecks because of a Covid-19 exposure or illness I would have a very hard time recovering from that loss of income.

The rent moratorium that protects the tenant against eviction does not wipe away that expense. They continue to owe that back rent and when the moratorium is lifted, and it will be, the tenants will owe hundreds of dollars in unpaid rent and be facing eviction. What I have also seen that has been very disturbing is the flip side of the rent crisis, landlords not getting paid. Most rental properties are owned by families that depend on the rental income as part of their family budget. These families own the property and while their tenants are not paying, they still need to maintain the property and wind up having to pay the water bills to prevent cut offs which to reconnect would fall back on the landlords. I have included several letters of support from landlords that explain their financial distress during this crisis and so the landlords need has also been served by this Covid-19 relief funding.

WAMY's approach has always been to help people and families with a hand up not a handout. Our mission is "Partnering with families and communities to provide the disadvantaged the support and tools they need to become self-sufficient." WAMY's philosophy through this crisis has been to help with payments and this does not mean offering a small amount toward a rent payment. If they do not have the rest of the payment that really does very little to lift them out of their situation. So WAMY has been making the rent or mortgage payment and in special situations we can help twice. This we believe helps the client climb out of a hole enabling them to use their resources to get back on their feet. At the same time helping the landlords and their families survive this crisis. One payment helps two families.

We have also been working with the local electric companies who have had to make gut wrenching decisions to cut off electric services for nonpayment. They have no choice; it is their job, and their services are not free. These electric and fuel service businesses have employees and overhead expenses that must be met. WAMY has been making these payments helping our clients and the businesses serving our clients. We are all in this together and when this crisis is over, we believe our counties will be in much better shape as a result of the Cares Act Funding as well as the AMY Wellness Foundation and Duke Energy Covid-19 Relief Funding.

## **WAMY Cares Program July 2020 to February 2021**

Neighbors Feeding Neighbors - # Unduplicated individuals who benefited receiving food boxes from July-December 2020 in partnership with Neighbors Feeding Neighbors

Avery - 25

Mitchell - 167

Yancey - 36 individuals

WAMY Thanksgiving Meals - # of individuals who benefited from WAMY Thanksgiving Meal Distribution

Avery - 199

Mitchell - 23

Yancey - 17

WAMY - Number of Children who received educational supplements delivered to their homes after being sent home from school due to COVID-19

Avery - 261

\*\*\*note that some of these may have also received Thanksgiving meals so there may be some duplicates\*\*\*

4-H Avery - # of children who received full scholarships for 4-H Summer WOW camp helping parents maintain employment through affordable and safe childcare

Avery - 18

Toe Valley Winter Soup Ministry prepared and delivered from Pine Grove Methodist Church-

61 households and 128 shut in individuals served weekly

Individual households that received Cares Act assistance- 71

Watauga County- 30 households

Avery County- 17 households

Mitchell County- 7 households

Yancey County- 17 households

Spending for all four counties from July 2020 to February 2021- \$66,074.00

AMY Wellness Foundation Covid Relief-

Avery County- 11 households

Mitchell County- 9 households

Yancey County- 13 households

Total spent \$27,980

Duke Energy Covid Relief

Mitchell County- 5 households

Avery County- 3 households

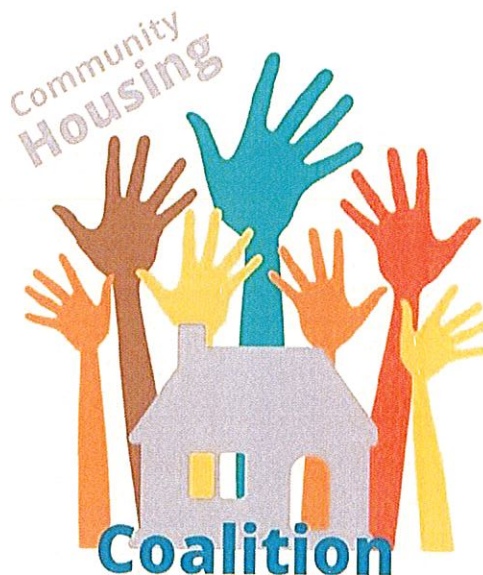
Total spent \$1806.56



## WHO WE ARE

The Community Housing Coalition is a collaboration among agencies, church, civic, and volunteer organizations, combining ideas and resources in order to improve the quality of housing for low-income populations and bridge gaps in social service needs.

## A.M.Y. Community Housing Coalition



(828) 264-2421  
[april@wamycommunityaction.org](mailto:april@wamycommunityaction.org)

496A Balsam Ave  
Spruce Pine, NC 28777

## WHAT WE DO

The A.M.Y. Community Housing Coalition works to provide low-income individuals in Avery, Mitchell, and Yancey counties with the home repairs they need to improve the quality of their housing and quality of life.

## HOW WE DO IT

Applications are accepted and reviewed by our Community Housing Coordinator and then presented to the entire coalition for consideration. This allows organizations with different services come together to provide streamlined services for each client.

For example, a low-income older adult needs a ramp built, some plumbing work done, and a new window or two. While this may be too much for one organization or group to handle on its own, the coalition can split the projects among multiple partners so that the client receives all the services they need and no one organization has to face the entire cost or scope of work to be done.



## HOW YOU CAN HELP!

### Become a Coalition Partner!

We are always looking for new community partners to join the Coalition! If you are interested in joining the Coalition, contact April Beck.

### Volunteer!

We need volunteers to help complete many of our projects! If you or a group you know is interested in volunteering, contact April Beck.

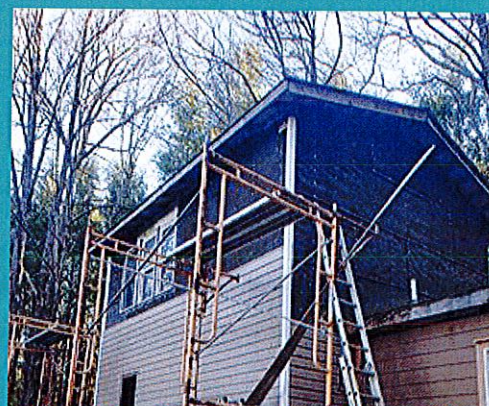
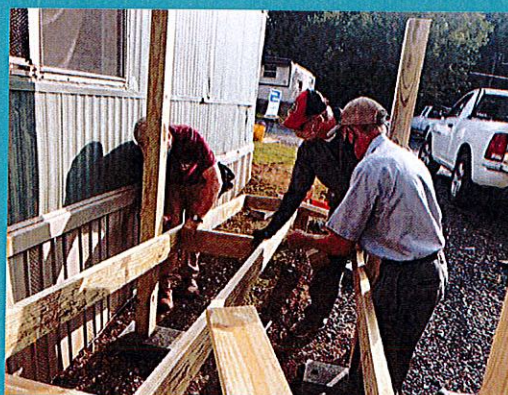
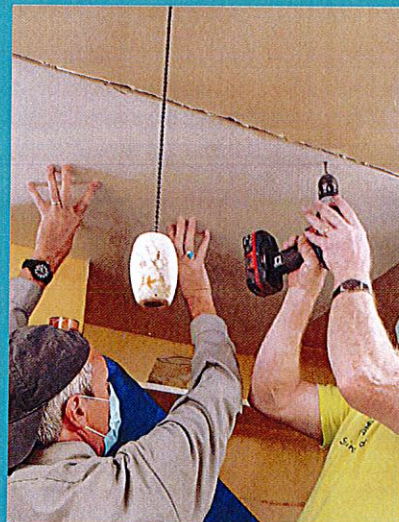
### Donate!

We need your financial support in order to make home repairs possible! Donate through WAMY Community Action - just let them know it's for the Coalition!

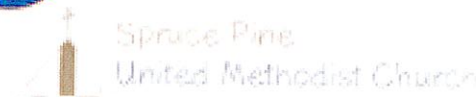
You can donate by sending a check payable to WAMY to 225 Birch St., Suite 2, Boone, NC 28607

or

Donate on their website  
[www.wamycommunityaction.org/donate-1](http://www.wamycommunityaction.org/donate-1)



## Our Partners



**Avery, Mitchell,  
and Yancey County Governments**

WEBSITE:

[www.wamycommunityaction.org/amyhousingcoalitions](http://www.wamycommunityaction.org/amyhousingcoalitions)





### **Toe River Regional Hazard Mitigation Plan**

#### **Description**

Presented for consideration is the Toe River Regional Hazard Mitigation Plan. The updated plan has been approved by FEMA. The plan being considered can be found at the following link.

<https://espassociates-my.sharepoint.com/:b:/p/nslaughter/ESx4uqTixQZOprtXRfx9fe0Bw7mmE0DwJOG9bQt-Hj7p-g?e=amlZHS>

A copy of the presentation and Resolution adopting the updated plan follow.

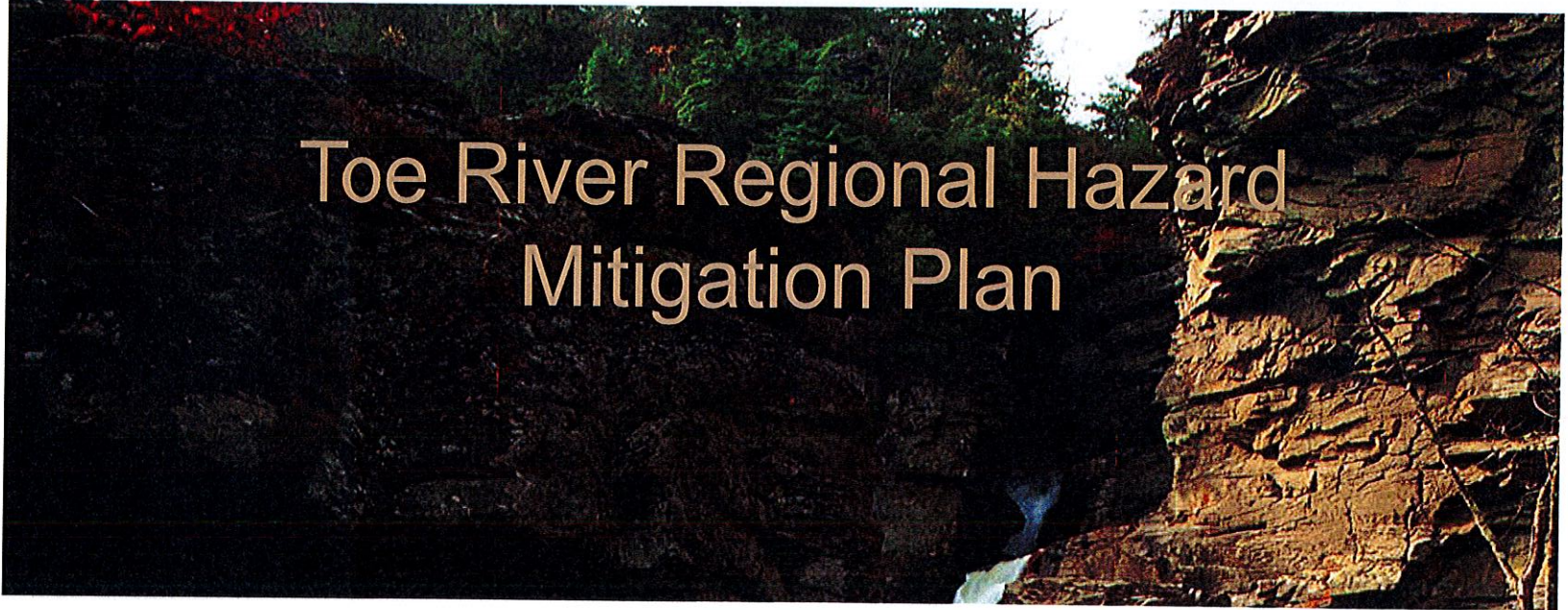
#### **Item Presenter**

Jeff Howell & Nathan Slaughter

#### **Board Action Requested**

Adopt the Resolution



The title "Toe River Regional Hazard Mitigation Plan" is centered over a photograph of a river gorge. The text is in a light beige, serif font. The background image shows a deep, rocky gorge with a river flowing at the bottom. The left side of the gorge is dark and shadowed, while the right side is illuminated by sunlight, revealing the layered rock formations. Green trees and vegetation are visible along the top edges of the gorge.

# Toe River Regional Hazard Mitigation Plan

# WHAT IS MITIGATION?



## "mit-i-gate"

- 1: to cause to become less harsh or hostile.
- 2: to make less severe or painful.



## Hazard Mitigation

Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.



# DISASTER MITIGATION ACT OF 2000



- Revitalized Federal Planning Requirements
  - State and Local Hazard Mitigation Plans
- Federal Grant Funding Eligibility
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-Disaster Mitigation Program (PDM)
  - Flood Mitigation Assistance (FMA)
- DMA 2000 is intended to facilitate cooperation between state and local authorities on risk reduction measures and expedite funding allocation



Local Multi-Hazard  
Mitigation Planning  
Guidance

July 1, 2008





# PARTICIPATING JURISDICTIONS



<b>Avery County</b>	<ul style="list-style-type: none"><li>• Banner Elk</li><li>• Crossnore</li><li>• Elk Park</li><li>• Grandfather Village</li><li>• Sugar Mountain</li><li>• Newland</li></ul>
<b>McDowell County</b>	<ul style="list-style-type: none"><li>• Marion</li><li>• Old Fort</li></ul>
<b>Mitchell County</b>	<ul style="list-style-type: none"><li>• Bakersville</li><li>• Spruce Pine</li></ul>
<b>Yancey County</b>	<ul style="list-style-type: none"><li>• Burnsville</li></ul>



# PROJECT TASKS



1. Planning Process
2. Risk Assessment
3. Capability Assessment
4. Mitigation Strategy
5. Plan Maintenance
6. Documentation



# HAZARD RISK



<b>HIGH RISK</b>	Severe Winter Weather Tornadoes/ Thunderstorm Cyber Flood
<b>MODERATE RISK</b>	Geological Hazards (Landslide) Drought Earthquake Infectious Disease Hazardous Material Incident Wildfire
<b>LOW RISK</b>	Excessive Heat Terrorism Hurricane and Coastal Hazards Dam and Levee Failure Radiological Emergency Electromagnetic Pulse



# THINK OF MITIGATION IN THIS WAY...



1) We want to mitigate hazard impacts on the existing development in our communities

- Houses, businesses, infrastructure, critical facilities, etc.



2) We want to ensure that future development is conducted in a way that doesn't increase our vulnerability

- Best done by having good plans, policies and procedures in place

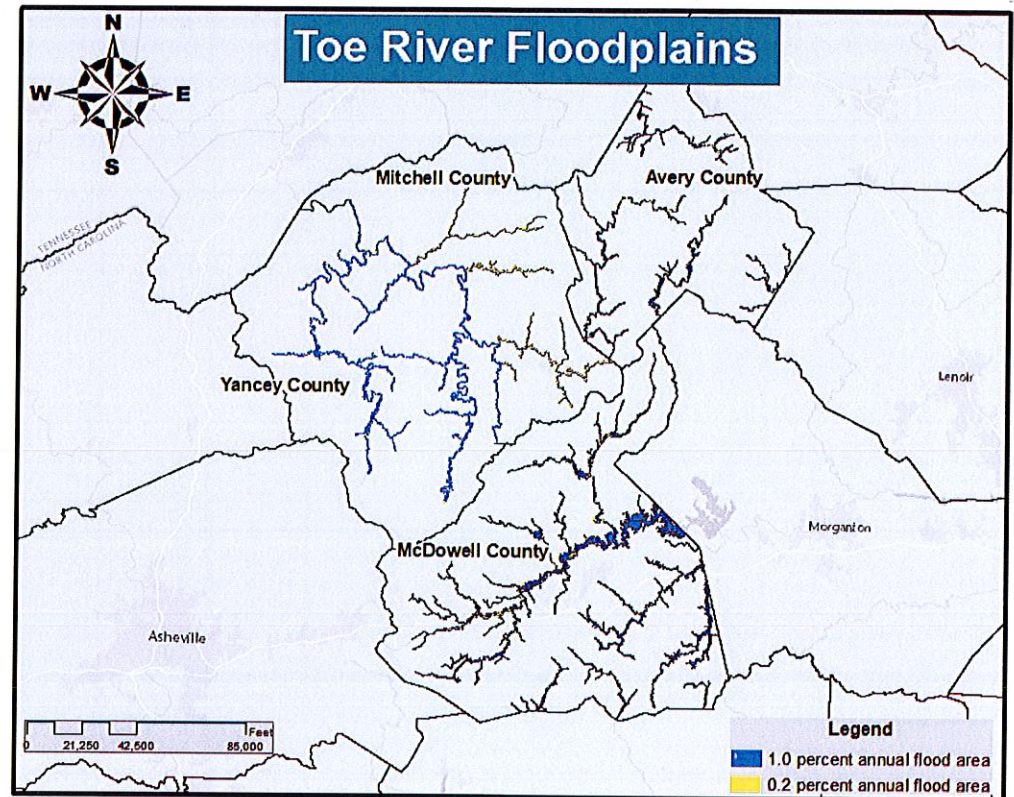




# HAZARD MITIGATION TECHNIQUES



- Prevention
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services
- Public Education and Awareness



Flood Hazard Areas in the Toe River Region  
Source: Federal Emergency Management Agency



# MITIGATION TECHNIQUES



Prevention	Property Protection	Natural Resource Protection	Structural Projects	Emergency Services	Public Education/Awareness
Planning and zoning Building codes Open space reservation Floodplain regulations Stormwater management regulations Drainage system maintenance Capital improvements programming Setbacks	Acquisition Relocation Building elevation Critical facilities protection Retrofitting Safe rooms, shutters, shatter-resistant glass Insurance	Floodplain protection Watershed management Riparian buffers Forest management Erosion and sediment control Wetland preservation and restoration Habitat preservation	Reservoirs Dams, levees, dikes Floodwalls Stormwater diversions Detention/ retention basins Channel modification Storm sewers	Warning systems Emergency response equipment Shelter Operations Evacuation planning and management Emergency response training and exercises Sandbagging for flood protection Temporary shutters	Outreach projects Speaker series/ demonstration events Hazard map information Real estate disclosure Library materials School children educational programs Hazard expositions

# MITIGATION ACTION PLAN



Action #	Description	Hazard Addressed	Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Status
P-2	Develop a policy to minimize public services to proposed new structures that will be located in 100-year floodplain areas.	Flood	Medium	City Planning	Local	2019	No policy has been developed as of 2014. This is to be completed in 2019 pending funding, staff resources and political will.

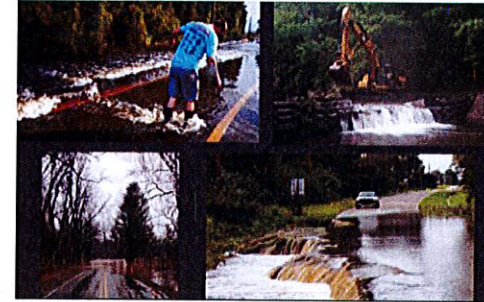


# PUBLIC SURVEY



- Hosted an online survey for the plan – 162 responses

Toe River Regional Hazard Mitigation Plan - Public Survey



We need your help!

Avery, McDowell, Mitchell, and Yancey Counties and the municipalities within the counties are working together to become less vulnerable to natural disasters, and your participation in the process is important to us!

The counties, along with local jurisdictions and other partners, are working to update the multi-jurisdictional Regional Hazard Mitigation Plan. This plan identifies and assesses our community's natural hazard risks and identifies strategies that determine how to best minimize or manage those risks.

This survey is an opportunity for you to share your opinions and participate in the mitigation planning process. The information you provide will help us better understand your hazard concerns and can lead to mitigation activities that should help lessen the impacts of future hazard events.

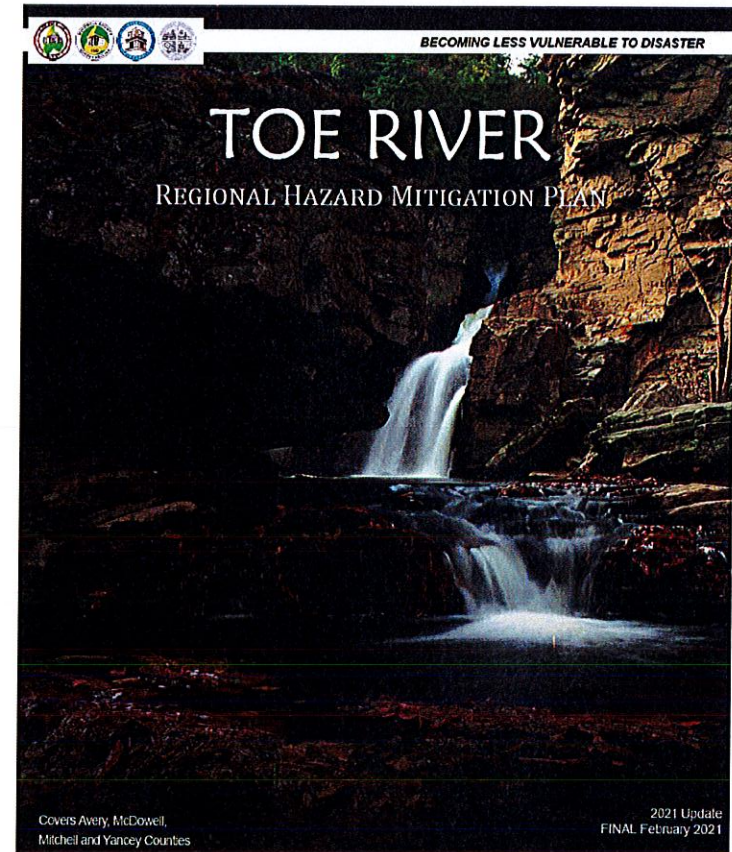
If you have any questions regarding this survey or would like to learn about more ways you can participate in the development in the Toe River Regional Hazard Mitigation Plan, please contact Jamie DeRose from ESP Associates, Inc. You may reach Jamie DeRose at [jderose@espassociates.com](mailto:jderose@espassociates.com).



## NEXT STEPS



- Plans will be presented to local governing body Councils and Boards between now and Plan Expiration
- Current Plan Expires **April 10, 2021**





The title "Toe River Regional Hazard Mitigation Plan" is centered in a gold-colored serif font over a photograph of a river gorge. The gorge has steep, layered rock walls and a small waterfall on the right side. The text is positioned in the middle of the image, with the river and gorge walls visible in the background.

# Toe River Regional Hazard Mitigation Plan

**RESOLUTION TO ADOPT THE  
2021 UPDATE OF THE TOE RIVER  
REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, YANCEY COUNTY is vulnerable to an array of hazards that can cause loss of life and damages to public and private property; and

WHEREAS, YANCEY COUNTY desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the YANCEY COUNTY BOARD OF COMMISSIONERS to protect its citizens and property from the effects of hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the YANCEY COUNTY BOARD OF COMMISSIONERS to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting YANCEY COUNTY; and

WHEREAS, YANCEY COUNTY, in coordination with Avery, McDowell, and Mitchell Counties and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Toe River Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS of YANCEY COUNTY hereby:

1. Adopts the Toe River Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on MARCH 8, 2021.

\_\_\_\_\_  
JEFF WHITSON, Chair  
YANCEY COUNTY  
BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Sonya Morgan, Clerk to the Board

(seal)



### County Manager's Report

#### Description

The County Manager will be presenting the following items in her report:

- a. Memorandum of Agreement (MOA) between Yancey County and North Carolina Agricultural and Technical State University for Cooperative Extension Employee for consideration. This is a cost sharing agreement for the cooperative extension employee's salary.
- b. Economic Development Incentive Agreement – Little Leaf NC, LLC
- c. Projects Updates

#### Item Presenter

County Manager Austin

#### Board Action Requested



February 5, 2021

Dear Mrs. Austin,

Last year, Cooperative Extension at North Carolina A&T State University reached out and asked for Yancey County's support for our Campaign for Sustainable County Partnerships. The campaign is a multiyear effort to strengthen and deepen our relationships with county partners by sharing the cost of local Extension professional positions. You responded to our request, and we thank Yancey County sincerely for support and commitment to Extension education and outreach.

The Campaign for Sustainable County Partnerships is a three-year effort to create fair and equitable cost share arrangements across all counties in North Carolina so we are better able to meet local staffing needs and address local issues. In year one of the program, our cost share arrangement with Yancey County is 50.5/49.5 with county government contributing 50.5 percent of the support needed to sustain local Extension Agriculture and Natural Resources (ANR) Technician position. The attached Memorandum of Agreement (MOA) puts in place the 50.5/49.5 cost share arrangement. Please review the MOA, sign it, and return it at your earliest convenience.

Ultimately, our campaign seeks to raise cost sharing for local positions to a level of 50/50 between our county partners and Extension at A&T. We believe that Extension can be most effective in addressing local needs when we share the responsibility for local staff at this level. That means we are providing you with a new MOA, which reflects the 50.5/49.5 cost share arrangement with your county. The chart below shows the position that will be supported through our partnership.

Once again, thank you for your support of Cooperative Extension and your belief in our mission. By working together and sharing costs, we can translate the research and knowledge of N.C. A&T into programs that build healthy, happy, and productive farmers, individuals, youth, families, and communities.

With Aggie Pride,

Lonnette Marsh  
Regional Extension Director, West

cc. David Davis, County Extension Director

North Carolina A&T State University and North Carolina State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina A&T State University, North Carolina State University, U.S. Department of Agriculture, and local governments cooperating.





**Phased Cost Share Plan**

	<b>Agriculture and Natural Resources (ANR) Technician</b>
Previous County Funding	28.24%
Cost Share Year 1: 2020- 2021 Increase	50.5%

*North Carolina A&T State University and North Carolina State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina A&T State University, North Carolina State University, U.S. Department of Agriculture, and local governments cooperating.*

## MEMORANDUM OF AGREEMENT

Between the  
North Carolina Cooperative Extension Program/North Carolina Agricultural and Technical State University  
And  
*Yancey County*

The Memorandum of Agreement is to provide for the establishment of a procedure at North Carolina Agricultural and Technical State University to be of service to **Yancey County** in a payroll program that places **Adam McCurry** who is employed with the North Carolina Cooperative Extension Program (either jointly or entirely paid by said county) under one payroll system. The State Auditor and Auditors of the agencies shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute §147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. **Yancey County**, hereinafter designated as said county, and the North Carolina Cooperative Extension Program/North Carolina Agricultural and Technical State University, hereinafter designated NCA&TSU, shall adhere to the following provisions:

1. Purpose of Procedure – The purpose of the procedure is to provide a mechanism whereby funds can be transferred from **Yancey County** to NCA&TSU for use in paying the salary and benefits to Cooperative Extension employees of said county and NCA&TSU in a single monthly paycheck.
2. Procedure for Providing Funds to the Account – NCA&TSU's Contracts and Grants Office will bill said county for their portion of the gross amount of the monthly payroll and proportionate benefits related to the county employee. Upon receipt of the invoice, said county will reimburse the specified amount to NCA&TSU. In lieu of receiving paper checks, said county may complete and return a State Treasurer's Electronic Payment System (STEPS) form with the Memorandum of Agreement to establish an electronic reimbursement process.
3. Administration of the Funds – The funds will be maintained in accordance with NCA&TSU accounting policies and procedures.
4. Employee Benefits – Affected employees will participate in the North Carolina Retirement System and accompanying North Carolina Disability Income Plan. They also will be eligible for NCA&TSU employee benefits for which they are entitled. Affected employees will follow NCA&TSU's personnel policies and procedures. Leave maintenance will be administered entirely by the NCA&TSU. Said county will be responsible for providing their proportional share of benefits.

- a. County may indicate below their desire to provide monies to Cooperative Extension employees for payment of an employer matching benefit for the NC 401(k) or other tax deferred programs. These monies will be paid in a lump sum on an annual basis and will not be included in the monthly base salary. Official notification in writing from said County of the lump sum dollar amount to be paid to each employee will be processed for payment and billed to the County for reimbursement to NCA&TSU.

Yes ☐ No ☐

- b. County may indicate below if they desire to "lock-in" their proportional salary funding percentage which will apply throughout the course of this Memorandum of Agreement. Indicating "yes" will provide future salary compensation for Cooperative Extension employees as approved by the Legislature and implemented by the Office of the President, North Carolina University System. These compensation components include, but are not limited to: cost of living adjustments (COLA), merit adjustments, bonuses (in any form conveyed), and promotions and/or reclassification adjustments.

Lock-In: Yes ☐ No ☐

5. Budget and Support – Current Proportional Salary Funding Agreement

Yancey County Percentage: 50.5

North Carolina A&T State University Percentage: 49.5

Signatures of the persons below authorize the execution of the Memorandum of Agreement, commencing on **July 1, 2020** and continuing year-to-year. This Agreement may be terminated at any time by providing no less than sixty (60) days written notice.

Signed:

\_\_\_\_\_  
Yancey County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk to Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, North Carolina Cooperative Extension  
Program, North Carolina A&T State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-Chancellor for Business & Finance  
North Carolina A&T State University

\_\_\_\_\_  
Date

**NORTH CAROLINA**

**YANCEY COUNTY**

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

**THIS AGREEMENT** made and entered into this the \_\_\_\_ day of February, 2021 by and between the County of Yancey, a body politic, organized and existing under the laws of and a political subdivision of the State of North Carolina (hereinafter "County") and Little Leaf NC, LLC, a Delaware Limited Liability Company, (hereinafter "Company"); with all parties being collectively referred to as "the parties"; thus

**W I T N E S S E T H:**

**WHEREAS**, the Company desires to develop an innovative lettuce production facility located in Yancey County, North Carolina, (hereinafter "Project") which project is projected to involve the expenditure of approximately NINETY ONE MILLION, NINETY TWO THOUSAND, SIX HUNDRED, FIFTY AND 00/100 DOLLARS (\$91,092,650.00) over a period of four (4) years and result in the creation of 100 qualified jobs within five (5) years; and

**WHEREAS**, the County presently has an Option to purchase a certain tract of land more particularly described in a deed from Bennett Family Property, LLC a NC Limited Liability Company, to Brittney Long recorded at Yancey County Deed Book 805 page 740, the same being incorporated herein by reference as if set forth in full herein, together with all improvements currently located thereon and all rights, privileges and appurtenances belonging thereto (hereinafter "Option Property"); and

**WHEREAS**, the Company has identified a portion of the option property that is 42 acres, more or less, as shown on that sketch of property attached hereto as Exhibit "A" (hereinafter

“Property”) which said parcel of land is deemed the Option Property to be well suited for the Project, the Company has prepared preliminary plans for the project and has approached the County about locating the project on the Option Property; and

**WHEREAS**, the Company has indicated that assistance in the form of a rough graded site on the Property and recognition of tax revenue as consideration for the Property and other incentives as allowed under North Carolina law would induce the Company to locate the Project on the Property; and

**WHEREAS**, pursuant to Chapter 158 of the North Carolina General Statutes, the County has agreed after holding a public hearing on 30 November 2020, following Notice as required by law, to provide certain incentives to the Company as more particularly described in this Agreement as an inducement to the Company to proceed with the Project and to facilitate the investment and creation of jobs in connection with the Project; and

**WHEREAS**, the County has determined, based on data projections provided by the North Carolina Department of Commerce and other reliable sources, that the Company’s capital investment on the Property and the operation of the Project will generate substantial ad valorem tax revenues for the County and will result in the creation of a substantial number of jobs in the County that will pay at or above the median average wage in the County and these benefits constitute a material part of the financial basis for the County entering into this Agreement; and

**WHEREAS**, the Company acknowledges that the incentives provided herein was one of the key factors in the Company’s decision to proceed with the Project and to make the investment and enter into this Agreement and that the Company would not have agreed to develop and operate the Project in the County without the valuable incentives provided by the County.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants set forth herein, together with other good and valuable consideration, the sufficiency of which are hereby acknowledged, the County and the Company, together with their heirs and assigns, do hereby agree as follows:

I) Defined Terms:

- a) “Project” means the innovative production facility constructed on the property consisting of numerous environmentally friendly greenhouses;
- b) “Property” means that tract of land containing 42 acres, more or less, as shown on Exhibit “A” attached hereto and incorporated herein by reference with the understanding that said property is to be surveyed and the survey description of said property to be used in the description in the Deed of Conveyance of the property from the County to the Company;
- c) “Contract Date” means the date on which this Agreement is fully executed by all parties;
- d) “Commencement Date” means the date on which the Company records the Deed to the Property;
- e) “Option Agreement” means the Option Agreement wherein the County has entered into an Agreement with Brittney Long to purchase the Option Property;
- f) “Development Plan” means the Company’s plan of development for the Property is as set forth on Exhibit “B” attached hereto;
- g) “Qualified Job” means a permanent job paying at or above the median average annual wage for Yancey County as determined by the North Carolina

Department of Commerce for the most recent period for which data is available;

j) "Force Majeure" means a cause or event not reasonably in control of Yancey County or the Company including, but not limited to, (i) acts of God, (ii) strikes, lockouts or other construction-related disturbances, (iii) acts of public enemies, (iv) orders or restraints of any kind of the government of the United States, the State of North Carolina or any department, agency, official or political subdivision thereof, or any civil, judicial or military authority issued without fault on the part of Yancey County, (v) insurrections, (vi) riots, (vii) landslides, (viii) earthquakes, (ix) fires, (x) storms, (xi) droughts, (xii) floods, (xiii) explosions, or (xiv) breakages or accident to machinery or utility lines.

## II. Transfer of Property and Conditions of Closing:

a) Property Transfer: On or before the Commencement Date specified herein below, County shall convey the Property to the Company pursuant to NCGS 158-7.1 (d), subject to the terms and conditions provided for in this Agreement. Said conveyance shall be by Special Warranty Deed.

b) Exercise of Option: As a condition to County's obligation to convey the Property, County shall have taken all steps necessary to acquire the Property from Brittney Long under the terms and provisions of the above-referenced Option Agreement including, but not limited to, acquisition of the Option Property, completion of all grading and excavation work as set forth in the Option Agreement and all financing required for the acquisition of the

Property. The County shall have through and until 1 April 2022 to satisfy the conditions set forth herein, acquire the property and convey the same to the Company. County shall not without its consent be required to deliver the Deed to the property before said date.

c) Title and Option Requirement Investigation: The Company shall have no obligation to accept title to the Property unless and until the Company has completed its due diligence investigation. The Company's due diligence investigation may include without limitation (i) all title survey, geo technical, and environmental matters related thereto (ii) the County's compliance with all private restrictions, zoning ordinances, or government regulations relative to the property, and (iii) the rough grading specifications and drawings for the development of the property have been prepared and developed by Civil Design Concepts, PA consistent with the design of the Company. The Company shall have through and until 13 January 2021 to complete its due diligence set forth herein above.

If the Company determines that the conditions set forth in herein above have not been satisfied, Company shall notify County within ten (10) days and the County shall have reasonable opportunity to satisfy said conditions. If the conditions cannot be satisfied within ninety (90) days of Notice, the parties may agree upon a reasonable extension of said period.

d) Closing & Recording: Upon the completion of due diligence, the Company shall give notice to the county to proceed with the grading of the property consistent with the above set forth specifications and the County shall have



through and until 1 April 2022 to complete the rough grading. Upon completion of the grading the County agrees to deliver the Special Warranty deed to the property within fourteen (14) business days. The Company shall record the Deed in the Yancey County Registry on or before the 5<sup>th</sup> business day following closing. The date of the recording shall be the commencement date defined above.

e) Company's obligations:

1) Improvements to Property: The Company shall construct or cause to be constructed certain improvements and facilities on the property substantially as set forth in the development plan attached hereto as Exhibit "B". The facility and improvements shall be constructed in phases and within the times set forth in the Development Plan. Said improvements and facilities are estimated to have a taxable value of \$91,092,650.00. The deadline for completion of the improvements set forth in the Development Plan is four (4) years from the commencement date;

2) Job creation: The Company will create a minimum of 100 new permanent jobs (herein "qualified jobs") within Yancey County and maintain those jobs on the schedule as set forth in the table below. The Company shall pay a median average hourly wage for the qualified jobs at the Project that is above the then current median average hourly wage paid in Yancey County. The term "median average hourly wage" is defined as the median average hourly wage for all insured industries in the County as determined the Employment Security Commission (currently determined by the North Carolina Department

of Commerce) for the most recent period for which the data is available. The parties acknowledge that the median average weekly wage in Yancey County is currently \$702.00 with an annual average wage of \$36,715.00. The Company commits to the creation of the aforementioned jobs in accordance with the schedule set forth in Exhibit "C" attached hereto and incorporated herein as if set forth in full.

1) Tax generation:

The Company is expected to generate property tax revenue from the Project of \$5,465,559 over its first ten (10) years of operation following the Commencement Date as set forth in Exhibit "B" attached hereto and incorporated herein as if set forth in full.

It is recognized that these are revenue projections based on current tax rates and tax structure. These projected revenues will be taken into account by the County in determining the amount of consideration that it receives for the conveyance of the Property to the Company as allowed by NCGS 158-7.1(d)(2), together with the credit for Job Creation set forth on Exhibit "C".

2) Commencement of Operation & Term of Obligations:

Company shall commence full operation of the Project within five (5) years of Commencement Date and shall maintain the Obligations set forth hereinabove through and until ten (10) years from the Commencement Date.

3) Other:

- a) Permits: The Company shall obtain and maintain all permits and approvals required by federal, state and local law for the construction and operation of the proposed Improvements and the Project.
- b) Quarterly Reports: The Company shall provide the County with copies of all monthly and/or quarterly tax and wage statements, at the time of filing, for the Company. Said statements and other documents may be necessary to allow the County to determine compliance with the Jobs Creation and Tax Revenue benchmarks.
- c) Fair Market Value of the Property: For the purposes of the sale or conveyance contemplated herein, it is acknowledged and agreed by the parties that the fair market value of the Property, if sold, is \$5,000,000.00.

4. Extensions:

For good cause, including *Force Majeure*, the time for performance of any obligation set forth herein may be extended by the party to whom the performance is due; provided that the aggregate of extensions may not cause the time for completion of the Improvements to extend beyond five (5) years from the Commencement Date.

III. COUNTY'S REMEDIES FOR COMPANY'S FAILURE TO MEET  
OBLIGATIONS:

The County and the Company acknowledge that the creation of Qualified Jobs and additional qualified Capital Investment, with corresponding projected increases in economic activity and tax revenue to the County, are of the essence of this Agreement and form the legal basis for the County's participation in it. Pursuant to NCGS 158-7.1(h), the County's remedies for failure by the Company to meet its obligations as set out herein are:

- A. Failure to Complete Construction and Commence Operations: If the Company fails to construct and operate the contemplated phases of Improvements within the times set out in this Agreement, then the County may elect to terminate this Agreement under the provisions of paragraph F below.
- B. Failure to Create Jobs: If the Company does not reach the number of Qualified Jobs as outlined in paragraph II (e) (2) hereof, as shown on the copy of its Quarterly Hour and Wage Statement for the period ending within the times set out in this Agreement, then the County may elect to terminate this Agreement under the provisions of paragraph F below.
- C. Failure to Maintain Jobs: For any year in which the Company fails to retain the jobs actually created in prior years under this Agreement, then the County may elect to terminate this Agreement under the

provisions of paragraph F below.

- D. Failure to Maintain Sales and Property Tax Revenue: Notwithstanding the initial capital investment, if the Company fails to maintain a total level of property tax revenue within Yancey County at the levels and for the periods of time set forth in paragraph II (e) (3), then the County may elect to terminate this Agreement under the provisions of paragraph F below. The parties hereto specifically covenant and agree that the Company will not make application for nor will the company be eligible for any type, kind or form of tax relief from the assessment of Yancey County ad valorem taxes including, without limitation, relief under N.C. Gen. Stat. 105-277.4.
- E. Failure to pay taxes: Notwithstanding any provision in this Agreement to the contrary, if the Company shall fail to pay its ad valorem taxes when due, then at the option of the County, and in addition to other remedies provided by law, this Agreement may be terminated. For purposes of this paragraph, taxes shall not be considered delinquent if the Company has withheld the payment of taxes pending the appeal of a tax valuation, assessment or bill, provided that such withholding of payment is allowed by law, and provided further that the Company does not withhold that portion of the tax bill which would be due on the tax value or assessment not contested by the Company.
- F. Termination: Upon failure of the Company to meet its Obligations as set forth herein, the County may elect to terminate this Agreement in

whole or in part. If the County elects to terminate, notice of termination shall be given in the manner set forth in Section III, Failure of the County to elect termination in whole or in part shall not constitute a waiver of the right of the County to make such election at a later time. Nothing herein shall prohibit the parties from negotiating an alternative remedy for the failure of the Company to meet one or more of its obligations, consistent with North Carolina law.

G. Re-conveyance or Surrender of Property:

1. First Five years: If, and only if, the Company fails to construct the improvements as provided in the Development Plan within the times specified therein, and in any event, within five (5) years from the Commencement Date, then the Company shall, within thirty (30) days of receipt of the Notice of Termination specified in F above, re-convey the Property to the County. Any determination by the County that Company has failed to construct the required improvements shall be made and notice of said failure shall be provided by the County within 120 days following the end of year 5 from the Commencement Date. In such event, the Company shall remove from the Property all personal property and, such fixtures as the County directs, and the Property shall be free and clear of any encumbrances, liens or obligations of any kind. If re-conveyance of the Property is impracticable because Company cannot remove its personal property, or cannot remove encumbrances, liens or other obligations, Company

shall have the option of paying County \$5,000,000.00, the agreed upon fair market value of the Property, less all sales and property tax revenue already received by the County in connection with the Project, in lieu of re-conveyance.

2. Years 6-10: If County terminates the Agreement any time after 5 years from the Commencement Date (plus the notification period specified above), Company shall within thirty (30) days of receipt of the Notice of Termination specified in F above, re-convey the Property to the County. In such event, the Company shall remove from the Property all personal property and, such fixtures as the County directs, and the Property shall be free and clear of any encumbrances, liens or obligations of any kind. In lieu of re-conveyance, and at Company's option, Company may pay the County \$5,000,000.00, the agreed upon fair market value of the Property, less all sales and property tax revenue already received the County in connection with the Project, in lieu of conveyance.

#### IV. MISCELLANEOUS PROVISIONS:

- A. Reporting and Audit Rights: Designated county officials charged with carrying out this Agreement and having a need to know will have the right, from time to time on reasonable notice, at reasonable times, and at a reasonable location the Company designates, to examine the Company's records relating to the Project as may be necessary to verify the Company's compliance with this Agreement.

- B. Company Reserved Rights: The Company at all times maintains its right to dispute the assessed value of the Property or the Improvements thereon with appropriate governmental agencies in the manner prescribed by law.
- C. Termination: The Company may terminate this Agreement at any time in its sole discretion. Such termination will subject the Company to the requirement for re-conveyance of the Property, as set out herein-above.
- D. No Pledge of Faith and Credit; Purpose:
1. No provision of this Agreement will be construed or interpreted as creating a pledge of the faith and credit of the County in the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this Agreement are in all events reasonable. No provision of this Agreement will be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the County within the meaning of the North Carolina constitution. No provision of this Agreement will be construed to pledge or to create a lien on any class or source of the County's moneys, nor will any provision of the Agreement restrict to any extent prohibited by law any action or right of action on the part of any future Board of Commissioners for the County.
  2. The Company and the County acknowledge that all expenditures made by the County as provided in this Agreement are for a *bona fide* public purpose and are expended in good faith reliance on the Local



Development Act. If this Agreement is challenged or threatened to be challenged, (i) the County promptly will notify the Company in writing, (ii) the Company will have the right to participate in the defense of any challenge at its own expense and with counsel of its choosing, and (iii) the County will defend this Agreement from those challenges. The Company will provide such reasonable assistance (excluding financial assistance) as the County requests in connection with any such defense.

E. Disclaimers: The Company acknowledges that the County has not designed the Project, that the County has not created any plans or specifications with respect to the Project, and that the County:

1. Is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities;
2. Has not made any recommendation, give any advice or taken any other action with respect to:
  - a. The choice of any contractor, supplier, vendor or designer of, or any other contractor, supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part of the Project or any property or rights relating to the Project; or
  - b. Any action taken or to be taken with respect to the Project or any component part of the Project or any property or rights relating to the Project at any stage of the construction of the Project;

3. Has not made any warranty or other representation, express or implied,  
That the Project or any component part of the Project or any property or  
rights relating to the Project;
  - a. Will not result in or cause injury or damage to persons or  
property;
  - b. Has been or will be properly designed, or will accomplish the  
results which the Company intends; or
  - c. Is safe in any manner or respect.

F. Representations and Warranties:

1. The Company represents and warrants to the County that as of the date  
of this Agreement:
  - a. It is a business corporation duly authorized or possessing a certificate of  
authority to do business in the State of North Carolina;
  - b. It has the power and authority to own its properties and assets and to  
carry on its business as now being conducted, and has the power and  
authority to execute and perform this Agreement;
  - c. This Agreement
    - i. Is the legal, valid and binding Agreement of the Company,  
enforceable against the Company in accordance with its terms,
    - ii. Does not violate any order of any court or other agency of  
government binding on the Company or the charter documents of  
the Company, and
    - iii. Does not conflict with, result in a breach of, or constitute an

event of default under any material indenture, agreement or other instrument to which the Company is a party; and

d. The Company has not received written notice of any action or proceeding that challenges the validity of this Agreement or the Company's right and power to enter into and perform this Agreement.

2. The County represents and warrants to the Company that:

a. The County is a body politic and political subdivision operating pursuant to the laws of the State of North Carolina with power and authority to enter into and perform this Agreement;

b. The County has taken all action necessary to authorize the execution, delivery and performance of this Agreement;

c. This Agreement is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms; and

d. The County has not received written notice of any action or proceeding that challenges the validity of this Agreement or the County's right and power to enter into and perform this Agreement.

3. DEFAULTS AND REMEDIES: If any warranty or representation of a party in this paragraph shall have knowingly been false or inaccurate in any material respect when made and is not remedied within 30 days following the defaulting party's receiving written notice from the non-defaulting party (or in the case where it is capable of being remedied, but is incapable of being remedied within a period of 30 days, such further period as is reasonable in the circumstances), then the non-

defaulting party will have such rights and remedies as may be available in law.

G. County and Company Not Business Partners: Notwithstanding the terms of this Agreement, County is not a business participant with Company in the Project.

H. Indemnity and Insurance:

1) Company will indemnify and hold County harmless from any property damage or personal injury (including death) resulting from its activities on the Property, including, construction by Company of the Improvements and operation of the Project.

2) Insurance Coverage: Company will obtain, at its sole expense, a policy of insurance, satisfactory in form and amount to the County's risk manager or insurance advisor, covering personal injury or death, or any property damage arising as a result of Company's operation of the Project, and shall name the County as an additional insured under said policy of insurance. Said policy shall be in effect during the entire term of their Agreement and any extensions thereof, and shall survive the terms of this Agreement to the extent necessary to cover the indemnification above.

I. Controlling Law: This Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina. Any action or proceeding related to this Agreement or its enforcement will be adjudicated in the General Courts of Justice for Yancey County, North

Carolina or the United States District Court for the Western District of North Carolina. The Company and the County consent and submit to the jurisdiction and venue of those courts.

J. Severability: Each provision in this Agreement is severable. If any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, then (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire Agreement.

K. Confidentiality: The parties expressly acknowledge that the County is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, including N.C.G.S. 132-1.1 regarding "confidential information." Provided Company complies with N.C.G.S. 132-1.1 regarding the designation of confidential or trade secret information, the County will keep confidential and will not disclose or publish any of the Company's confidential information as defined in N.C.G.S. 132-1.2, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records the Company or its representatives have



provided or will provide in the future relating to this Agreement, or the Project described in this Agreement, the County will give the Company prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with the Company (and, to the extent possible, give the Company the opportunity to contest any disclosure of information or records the Company believes should not be disclosed) before making any such disclosure. The County will not be liable in damages for the disclosure of any information that is a public record or when such disclosure is pursuant to the order of a court of competent jurisdiction. As required by NCGS 132-1.11, the assumptions and methodologies used by the County in any economic impact analysis for this Agreement shall be a public record.

- L. Notice: Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx, or United States Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United State Mail, if sent by certified mail, return receipt requested, in each case to the respective address of the Company and the County listed below, or those other addresses of which either party give the other party written notice:

County: Lynn Austin, County Manager, Room No. 11, Yancey County

Courthouse, Burnsville, NC 28714: (828) 682-3971.

[Lynn.Austin@yanceycountync.gov](mailto:Lynn.Austin@yanceycountync.gov)

Company: Paul Sellew, President and CEO, Little Leaf Farms, 84 Shady Brook Lane, Carlisle, Mass. 01741: 860-428-3479.

- M. Binding effect and Certification: Subject to the specific provisions of this Agreement, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Agreement is conditioned upon it being certified as having been pre-audited in order to comply with the budgetary accounting requirements (if any) that apply under the Local Government Budget and Fiscal Control Act (N.C.G.S. Chapter 159, Art. 3), or otherwise. Such certification is set forth at the end of this Agreement, and the Finance Officer for the County must sign it.
- N. Liability of Officers and Agents: No official, officer, agent, or employee of the County or the Company will be subject to any personal liability or accountability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officials, officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such official, officer, agent or employee from the performance of any official duty provided for or authorized by law.

- O. Publicity: Except as required by law, and unless otherwise agreed by the County and the Company, the County will make no public announcement of the parties entering into this Agreement or the terms and conditions of this Agreement without the prior written consent of the Company.
- P. Execution, Third Party, Construction, Assignment, Severability:
- 1) Execution in Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.
  - 2) No Third Party: Except as expressly provided in this Agreement, there are no third party beneficiaries of this Agreement. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.
  - 3) Construction of Terms: The terms “include” and “including” in this Agreement will not be construed to be limiting. Agreement may not be amended except by a written Amendment that both parties sign. This Agreement is the entire Agreement of the parties regarding the subject matter and supersedes all prior and contemporaneous understandings.
  - 4) Severability: If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.
- Q. E-Verify: Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the

subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

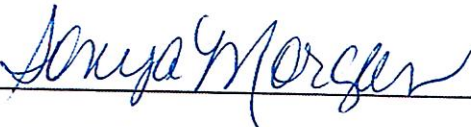
- R. Iran Divestment Act Certification: Company certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Company shall not utilize in the performance of the Agreement and the Development Plan any contractor or subcontractor that is identified on the Final Divestment List.

(This space is intentionally blank. Signatures of parties are on the following page)

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed by their duly authorized officers this day and year first above written.

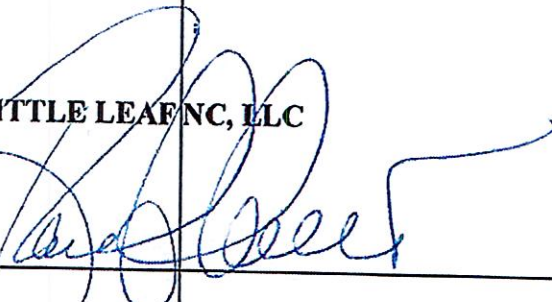
**YANCEY COUNTY**

**ATTEST:**

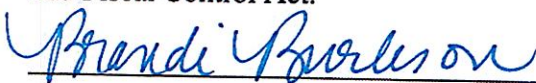


Clerk to the Board Yancey County Board of Commissioners

By:   
Chairman Yancey County Board of Commissioners

**LITTLE LEAF NC, LLC**  
By:   
Paul Sellev, President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



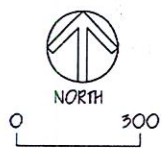
Finance Officer

Approved as to Form:

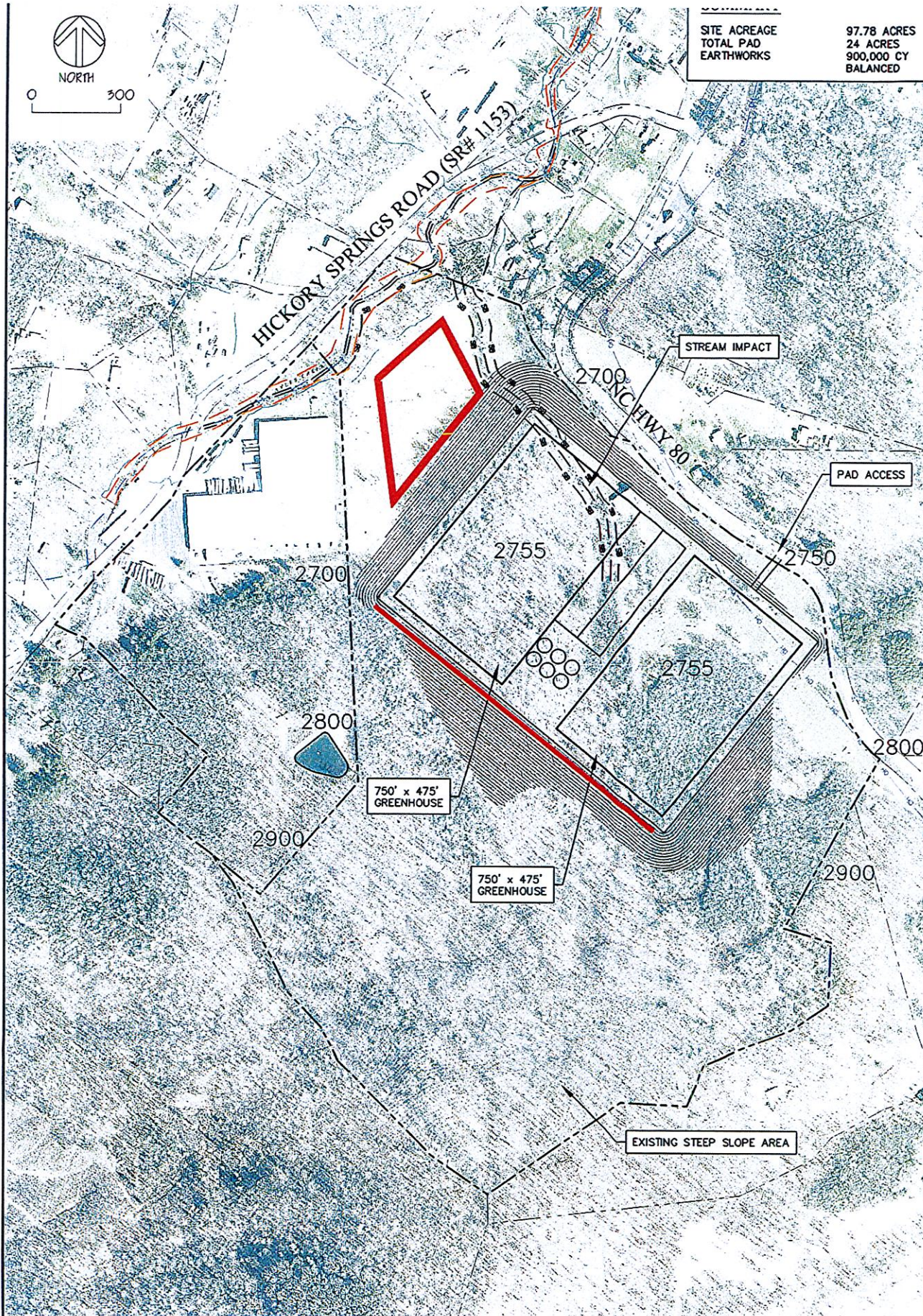


County Attorney





SITE ACREAGE	97.78 ACRES
TOTAL PAD	24 ACRES
EARTHWORKS	900,000 CY BALANCED





# Exhibit B

## KEY DATES

5 Enter the date that the Applicant and the Proposed Grantee anticipates:

- Making the decision whether to locate the Project in NC
- Making the initial capital investment related to the Project
- Starting construction of the new facility
- Completing construction of the new facility
- Hiring the first employee related to the Project
- Completing hiring for the Project.

2-Digit Month	4-Digit Year
<u>2</u>	<u>2021</u>
<u>3</u>	<u>2021</u>
<u>8</u>	<u>2021</u>
<u>9</u>	<u>2025</u>
<u>2</u>	<u>2022</u>
<u>12</u>	<u>2025</u>

6 Current number of existing jobs at the proposed Project site:

7 Number of new jobs to be created for the Project:

\*Provide a brief explanation of the "Other" jobs noted above  
N/A

### Permanent Jobs Only

a. Full-time	b. Part-time	c. Other*
<u>0</u>	<u>0</u>	<u>0</u>
a. Full-time	b. Part-time	c. Other*
<u>100</u>		

8 Full-Time Project Jobs

#### By Year

- To be created by the Proposed Grantee
- To be created by the Related Member(s)
- Total Full-Time Project Jobs

#### Running Total

- To be created by the Proposed Grantee
- To be created by the Related Member(s)
- Total Full-Time Project Jobs

2/2022 to					
12/31/2022	2023	2024	2025	2026	Total
34		33		33	100
<b>34</b>		<b>33</b>		<b>33</b>	<b>100</b>
34	34	67	67	100	
<b>34</b>	<b>34</b>	<b>67</b>	<b>67</b>	<b>100</b>	

9 Average Annual Wages of Full-Time Project Jobs

#### a. By Year

- To be created by the Proposed Grantee
- To be created by the Related Member(s)
- Total Full-Time Project Jobs

#### b. Running Total

- To be created by the Proposed Grantee
- To be created by the Related Member(s)
- Total Full-Time Project Jobs

2/2022 to					
12/31/2022	2023	2024	2025	2026	Minimum
\$55,588		\$52,727		\$52,727	\$52,727
<b>\$55,588</b>		<b>\$52,727</b>		<b>\$52,727</b>	<b>\$52,727</b>
55,588	55,588	54,179	54,179	53,700	53,700
<b>55,588</b>	<b>55,588</b>	<b>54,179</b>	<b>54,179</b>	<b>53,700</b>	<b>53,700</b>

# Exhibit B

## PRIVATE INVESTMENT

### 10 Direct Investment To Be Made By the Proposed Grantee or a 3rd Party on behalf of the Proposed Grantee

Calendar Year	A. Real Property Acquisition	B. Real Property Construction and/or Improvements	C. Tangible Personal Property	TOTAL
2021		\$7,893,530	\$3,125,000	\$11,018,530
2022		\$11,018,530	\$10,000,000	\$21,018,530
2023		\$11,018,530	\$10,000,000	\$21,018,530
2024		\$10,018,530	\$9,000,000	\$19,018,530
2025		\$9,318,530	\$9,700,000	\$19,018,530
		\$49,267,650	\$41,825,000	\$91,092,650

### 11 Direct Investment To Be Made By the Related Member(s)

Calendar Year	A. Real Property Acquisition	B. Real Property Construction and/or Improvements	C. Tangible Personal Property	TOTAL
2021				
2022				
2023				
2024				
2025				

### 12 Total Direct Investment (the Proposed Grantee and the Related Member(s) combined)

Calendar Year	A. Real Property Acquisition	B. Real Property Construction and/or Improvements	C. Tangible Personal Property	TOTAL
2021		\$7,893,530	\$3,125,000	\$11,018,530
2022		\$11,018,530	\$10,000,000	\$21,018,530
2023		\$11,018,530	\$10,000,000	\$21,018,530
2024		\$10,018,530	\$9,000,000	\$19,018,530
2025		\$9,318,530	\$9,700,000	\$19,018,530
		\$49,267,650	\$41,825,000	\$91,092,650



## Exhibit C: Proposed Job Creation Outline

[illegible]

\*The total number of positions created (100) includes 5 current employees of the Grantee that will be transferred to the Project location from a facility located outside of North Carolina - 95 jobs will be hired in North Carolina.